

TOWNSHIP OF LOWER MERION

BUILDING AND PLANNING COMMITTEE

**Wednesday, April 9, 2025
6:15 PM (Approximately)**

Chairperson: Joshua Grimes
Vice Chairperson: Sean Whalen, Jeremiah Woodring

AGENDA

1. **AUTHORIZATION TO RELEASE FUNDS HELD IN ESCROW**
2. **APPROVAL OF AN AGREEMENT WITH CITY AVENUE DEVELOPMENT CORPORATION TO OPERATE A FARMERS' MARKET**
3. **TENTATIVE SKETCH PLAN - 21 Bala Avenue, Bala Cynwyd, Ward 9, LD# 3923TS**
4. **APPROVAL OF CERTIFICATES OF APPROPRIATENESS**



AGENDA ITEM INFORMATION

ITEM: AUTHORIZATION TO RELEASE FUNDS HELD IN ESCROW

Consider for recommendation to the Board of Commissioners approval to release funds held in escrow as Improvement Guarantees in accordance with §135-7 of the Township Code for the following:

1325 Club House Road (LOWM 231.37)
Inwood Farm Subdivision
Escrow Release No. 2
Amount \$ 183,157.00

Bryn Mawr Hospital (LOWM 239.53)
Master Plan
Escrow Release No. 16 (FINAL)
Amount \$ 36,257.00

211 Belmont Avenue (LOWM 248.40)
LCB Senior Living Development
Escrow Release No. 5
Amount \$ 32,917.00

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
 Escrow Release Letters	Backup Material



**TOWNSHIP
OF
LOWER MERION**
MONTGOMERY COUNTY

TOWNSHIP ENGINEER

75 E. Lancaster Avenue
Ardmore, PA 19003 2376
Telephone: (610) 645-6200
www.lowermerion.org

LOWM 231.37

April 1, 2025

Christopher Leswing, Assistant Director of Building and Planning
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

**Re: Inwood Farm
Escrow Release No. 2**

Dear Mr. Leswing:

We have received a request for release to escrow for the above referenced permit. Based on our field investigations, we recommend release as follows:

	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
A. Site Preparation				
1 Demolition	\$18,500.00	\$ 0.00	\$18,500.00	\$ 0.00
2 Clearing and Grubbing	<u>10,000.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00</u>
Subtotal A	\$28,500.00	\$ 0.00	\$28,500.00	\$ 0.00
B. Erosion & Sediment Control				
3 Tree Protection Fence	\$7,000.00	\$0.00	\$3,500.00	\$3,500.00
4 Construction Fencing	3,000.00	0.00	2,000.00	1,000.00
5 Silt Fence – 18"	4,500.00	0.00	2,250.00	2,250.00
6 Super Silt Fence	1,840.00	0.00	840.00	1,000.00
7 Rock Construction Entrance	2,200.00	0.00	2,200.00	0.00
8 Diversion Berm	8,520.00	0.00	4,260.00	4,260.00
9 18" HDPE Temp Pipe	1,216.00	0.00	1,216.00	0.00
10 Temporary Basins	25,000.00	0.00	25,000.00	0.00
11 Inlet Protection	1,500.00	0.00	300.00	1,200.00
12 Temporary Stabilization	5,000.00	0.00	5,000.00	0.00
13 Erosion Control Matting	<u>8,050.00</u>	<u>0.00</u>	<u>8,050.00</u>	<u>0.00</u>
Subtotal B	\$67,826.00	\$0.00	\$54,616.00	\$13,210.00
C. Stormwater Management				
14 Level Spreader	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00
15 8" PVC Storm Drain	1,560.00	1,560.00	1,560.00	0.00
16 12" HDPE Storm Drain	10,260.00	10,260.00	10,260.00	0.00
17 Type M Inlets	5,000.00	2,500.00	5,000.00	0.00
18 2'x2' Inlet Box with Grate	3,750.00	3,750.00	3,750.00	0.00
19 Graded Diversion Berm	3,300.00	3,300.00	3,300.00	0.00
20 Common Storm System	<u>125,000.00</u>	<u>125,000.00</u>	<u>125,000.00</u>	<u>0.00</u>
Subtotal C	\$153,870.00	\$151,370.00	\$153,370.00	\$0.00

	<u>Item</u>	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
D. Utilities					
21	8" PVC Sanitary	\$4,800.00	\$0.00	\$3,200.00	\$1,600.00
22	Sanitary Manholes	6,000.00	0.00	6,000.00	0.00
23	Connection to Sanitary Main	500.00	0.00	500.00	0.00
24	Roadway Restoration	2,500.00	0.00	0.00	2,500.00
25	8" DIP Water Line	9,500.00	0.00	9,500.00	0.00
26	Blowoff Valve	1,000.00	0.00	1,000.00	0.00
27	Fire Hydrant	2,500.00	0.00	2,500.00	0.00
28	Connection to Water Main	<u>1,000.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
	Subtotal D	\$27,800.00	\$0.00	\$23,700.00	\$4,100.00
E. Site Construction					
29	Paving	\$69,900.00	\$0.00	\$41,940.00	\$27,960.00
30	Bollards	4,400.00	0.00	4,400.00	0.00
31	Granite Curb	32,175.00	0.00	25,175.00	7,000.00
32	Road Monuments	6,000.00	0.00	0.00	6,000.00
33	Street Signs and Striping	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
	Subtotal E	\$112,975.00	\$0.00	\$71,515.00	\$41,460.00
F. Landscaping					
34	Landscaping/Tree Guarantee	<u>\$150,000.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$150,000.00</u>
	Subtotal F	\$150,000.00	\$ 0.00	\$ 0.00	\$150,000.00
	SUBTOTAL (A - F)	\$540,971.00	\$151,370.00	\$332,201.00	\$208,770.00
	Engineering & Contingencies	<u>54,099.00</u>	<u>15,137.00</u>	<u>33,220.00</u>	<u>20,879.00</u>
	TOTAL	\$595,070.00	\$166,507.00	\$365,421.00	\$229,649.00
	Plus 10%	<u>59,507.00</u>	<u>16,650.00</u>	<u>36,541.00</u>	<u>22,966.00</u>
	Total	\$654,577.00	\$183,157.00	\$401,962.00	\$252,615.00
	Retainage		<u>0.00</u>	<u>(21,880.00)</u>	<u>21,880.00</u>
	Total		\$183,157.00	\$380,082.00	\$274,495.00
	Release to Developer		\$183,157.00		
	Balance to Remain in Escrow Account				<u>\$274,495.00</u>

We recommend a release of escrow in the amount of \$183,157.00. As there is currently a balance of \$457,652.00, following this release of \$183,157.00, the balance remaining in the account will be \$274,495.00.

Two Declarations of Completion are attached and must be signed and dated by the Township Manager following authorization of the Board of Commissioners.

Please advise if we may be of further assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mastronardo", written over a horizontal line.

Joseph A. Mastronardo, PE

PENNONI ASSOCIATES

Township Engineer

JAM/ace

cc: Colleen Hall, Senior Planner
Brandon Ford, Assistant Township Manager
Cunningham Family Trust



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LOWM 239.53

April 1, 2025

Christopher Leswing, Director of Building and Planning
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

**Re: Bryn Mawr Hospital
Master Plan
Escrow Release No. 16 (Final)**

Dear Mr. Leswing:

We have received a request for release of escrow for the referenced permit. Based on our field investigations, we recommend a release as follows:

	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
A. <u>Bryn Mawr Avenue Parking Lot-Final Restoration</u>				
1 Misc. Vegetation Removal	\$2,700.00	\$0.00	\$2,700.00	\$0.00
2 Misc. Demo: Railings/Signs, etc.	500.00	0.00	500.00	0.00
3 Remove Temp. Sidewalk, Steps	6,600.00	0.00	6,600.00	0.00
4 Remove Curb	13,275.00	0.00	13,275.00	0.00
5 Remove Sidewalk	15,600.00	0.00	15,600.00	0.00
6 Remove Parking Lot Pavement	70,000.00	0.00	70,000.00	0.00
7 Strip Topsoil	1,000.00	0.00	1,000.00	0.00
8 Compost Filter Sock	6,000.00	0.00	6,000.00	0.00
9 Fence	3,750.00	0.00	3,750.00	0.00
10 Perm. Concrete Steps	105,000.00	0.00	105,000.00	0.00
11 Concrete Sidewalk	42,000.00	0.00	42,000.00	0.00
12 Curb -Concrete	39,600.00	0.00	39,600.00	0.00
13 Bituminous Pavement	123,750.00	0.00	123,750.00	0.00
14 Re-Set Wheel Stops	1,500.00	0.00	1,500.00	0.00
15 New Wheel Stops	1,200.00	0.00	1,200.00	0.00
16 Railings	68,000.00	0.00	68,000.00	0.00
17 Lawn	6,000.00	0.00	6,000.00	0.00
18 Regulatory Signs	6,000.00	0.00	6,000.00	0.00
19 Striping	<u>6,000.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>0.00</u>
Subtotal A	\$518,475.00	\$0.00	\$518,475.00	\$0.00

<u>Item</u>	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
B. <u>Old Lancaster Road Improvements-Additional Items</u>				
20 Remove Signage	\$500.00	\$0.00	\$500.00	\$0.00
21 Remove Sidewalk	24,000.00	0.00	24,000.00	0.00
22 Strip Topsoil	3,750.00	0.00	3,750.00	0.00
23 Curb Removal	64,000.00	0.00	64,000.00	0.00
24 Sawcut Bituminous Pavement	16,000.00	0.00	16,000.00	0.00
25 Spread Topsoil	8,500.00	0.00	8,500.00	0.00
26 Compost Filter Sock	10,500.00	0.00	10,500.00	0.00
27 Fence	8,750.00	0.00	8,750.00	0.00
28 Inlet Protection	1,000.00	0.00	1,000.00	0.00
29 Erosion Control Matting	1,000.00	0.00	1,000.00	0.00
30 Area Drain	2,500.00	0.00	2,500.00	0.00
31 12" HDPE Pipe	16,500.00	0.00	16,500.00	0.00
32 Granite Curb	45,300.00	0.00	45,300.00	0.00
33 Curb	59,400.00	0.00	59,400.00	0.00
34 Concrete Sidewalk	68,250.00	0.00	68,250.00	0.00
35 Concrete Apron	42,500.00	0.00	42,500.00	0.00
36 Detectable Warning Surface	5,950.00	0.00	5,950.00	0.00
37 Bituminous Pavement	20,700.00	0.00	20,700.00	0.00
38 Driveway Pavers	140,700.00	0.00	140,700.00	0.00
39 Steps & HC Ramps	85,000.00	0.00	85,000.00	0.00
40 Signage	1,000.00	0.00	1,000.00	0.00
41 Bituminous Pavement	32,250.00	0.00	32,250.00	0.00
42 Lawn	25,000.00	0.00	25,000.00	0.00
43 Striping	<u>6,000.00</u>	<u>0.00</u>	<u>6,000.00</u>	<u>0.00</u>
Subtotal B	\$689,050.00	\$0.00	\$689,050.00	\$0.00
C <u>Lindsey Avenue Improvements</u>				
44 Remove Trees	\$7,500.00	\$0.00	\$7,500.00	\$0.00
45 Remove Curb	3,750.00	0.00	3,750.00	0.00
46 Remove Sidewalk	12,500.00	0.00	12,500.00	0.00
47 Remove Bituminous Pavement	12,500.00	0.00	12,500.00	0.00
48 Remove and Abate Steam	5,000.00	0.00	5,000.00	0.00
49 Remove Telephone Vault	2,500.00	0.00	2,500.00	0.00
50 Utilities Demolition	35,000.00	0.00	35,000.00	0.00
51 Misc. Demo- Pads, Utils Bldg	50,000.00	0.00	50,000.00	0.00
52 Remove Sidewalk	12,500.00	0.00	12,500.00	0.00
53 Remove Bituminous Pavement	12,500.00	0.00	12,500.00	0.00
54 Strip Topsoil	12,000.00	0.00	12,000.00	0.00
55 Sheeting & Shoring	689,000.00	0.00	689,000.00	0.00
56 Basement Excavation	750,000.00	0.00	750,000.00	0.00
57 Establish Subgrade	125,000.00	0.00	125,000.00	0.00

	<u>Item</u>	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
58	Construction Entrance	2,200.00	0.00	2,200.00	0.00
59	Construction Fence	10,000.00	0.00	10,000.00	0.00
60	Compost Filter Sock	27,600.00	0.00	27,600.00	0.00
61	Inlet Protection	8,000.00	0.00	8,000.00	0.00
62	Driveway Diversion Berm	9,000.00	0.00	9,000.00	0.00
63	Area Drain	2,500.00	0.00	2,500.00	0.00
64	Standard Inlet	90,000.00	0.00	90,000.00	0.00
65	Standard Manhole	45,000.00	0.00	45,000.00	0.00
66	SW 2000	2,500.00	0.00	2,500.00	0.00
67	SW 2001	7,000.00	0.00	7,000.00	0.00
68	SW 2015	1,500.00	0.00	1,500.00	0.00
69	SW 2018	5,000.00	0.00	5,000.00	0.00
70	Endwall w/ Rip Rap	7,500.00	0.00	7,500.00	0.00
71	40x15 Box Culvert	54,000.00	0.00	54,000.00	0.00
72	8" HDPE Pipe	11,500.00	0.00	11,500.00	0.00
73	10" HDPE Pipe	4,500.00	0.00	4,500.00	0.00
74	12" HDPE Pipe	14,000.00	0.00	14,000.00	0.00
75	15" HDPE Pipe	2,500.00	0.00	2,500.00	0.00
76	18" HDPE Pipe	5,000.00	0.00	5,000.00	0.00
77	Inlet Filter	5,500.00	0.00	5,500.00	0.00
78	Green Roof	370,000.00	0.00	370,000.00	0.00
79	Bio Infiltration Rain Garden	140,000.00	0.00	140,000.00	0.00
80	Demo Ex San Sewer	50,000.00	0.00	50,000.00	0.00
81	San Sewer MH	84,000.00	0.00	84,000.00	0.00
82	10" PVC San Sewer	9,600.00	0.00	9,600.00	0.00
83	Connection & Testing	8,500.00	0.00	8,500.00	0.00
84	Concrete Sidewalk	55,160.00	0.00	55,160.00	0.00
85	Curb -Concrete	28,750.00	0.00	28,750.00	0.00
86	Reinforced Concrete Sidewalk	2,400.00	0.00	2,400.00	0.00
87	Sidewalk Pavers	22,500.00	0.00	22,500.00	0.00
88	Bituminous Paving	199,500.00	0.00	199,500.00	0.00
89	Detectable Warning Surface	950.00	0.00	950.00	0.00
90	Bollards	30,000.00	0.00	30,000.00	0.00
91	Signs	2,500.00	0.00	2,500.00	0.00
92	Striping	10,000.00	0.00	10,000.00	0.00
93	Lawn	15,000.00	0.00	15,000.00	0.00
	Subtotal C	\$3,073,410.00	\$0.00	\$3,073,410.00	\$0.00
 D Miscellaneous					
94	Street Trees	\$31,850.00	\$0.00	\$31,850.00	\$0.00
95	Evergreen Trees	33,300.00	0.00	33,300.00	0.00
96	Shrubs & Perennials	38,000.00	0.00	38,000.00	0.00
97	Bicycle Racks	6,750.00	0.00	6,750.00	0.00

	<u>Item</u>	<u>Total Amount</u>	<u>Amount This Release</u>	<u>Total Released</u>	<u>Amount to Remain</u>
98	Banner Poles, County Line Road	3,600.00	0.00	3,600.00	0.00
99	Fence - 6' Estate Fence	19,000.00	0.00	19,000.00	0.00
100	Fence - 4' Estate Fence	17,820.00	0.00	17,820.00	0.00
101	Fence - 3' Estate Fence	8,320.00	0.00	8,320.00	0.00
102	Fence – Wooden	3,040.00	0.00	3,040.00	0.00
103	Benches, Trash Receptacles	9,000.00	0.00	9,000.00	0.00
104	Pole-Mounted Street Lights	105,000.00	0.00	105,000.00	0.00
105	Pole-Mounted Roadway Lights	161,000.00	0.00	161,000.00	0.00
106	Wall-Mounted Lights	17,500.00	0.00	17,500.00	0.00
107	Concrete Monuments	<u>5,950.00</u>	<u>0.00</u>	<u>5,950.00</u>	<u>0.00</u>
	Subtotal D	\$460,130.00	\$0.00	\$460,130.00	\$0.00
E. <u>Traffic Improvements for Amended Plan</u>					
108	Traffic Controller Relocation (Half Cost, if required)	\$10,000.00	\$0.00	\$10,000.00	\$0.00
109	Refurbish Pavement Markings At Studied Intersections	7,500.00	0.00	7,500.00	0.00
110	Trim Hedge for Sight Line at Bryn Mawr and Old Lancaster	500.00	0.00	500.00	0.00
111	Adaptive Signal Upgrade to "Five Point" Intersection (half cost)	<u>25,000.00</u>	<u>25,000.00</u>	<u>25,000.00</u>	<u>0.00</u>
	Subtotal E	\$43,000.00	\$25,000.00	\$43,000.00	\$0.00
	Subtotal A thru E	\$4,784,065.00	\$25,000.00	\$4,784,065.00	\$0.00
	Engineering & Contingency	<u>478,407.00</u>	<u>2,505.00</u>	<u>478,407.00</u>	<u>0.00</u>
	Subtotal	\$5,262,472.00	\$27,505.00	\$5,262,472.00	\$0.00
	Plus 10%	<u>526,247.00</u>	<u>2,752.00</u>	<u>526,247.00</u>	<u>0.00</u>
	Total	\$5,788,719.00	\$30,257.00	\$5,788,719.00	\$0.00
	Retainage		<u>6,000.00</u>	<u>0.00</u>	<u>0.00</u>
	Total		\$36,257.00	\$5,788,719.00	\$0.00
	Release to Developer		\$36,257.00		
	Amount to Remain in Escrow Account				<u>\$0.00</u>

We recommend a release of escrow in the amount of \$36,257.00. As there is currently a balance of \$36,257.00, following this release of \$36,257.00, the balance remaining will be \$0.00 and the account will be closed.

Two Declarations of Completion are attached and must be signed and dated by the Township Manager following authorization of the Board of Commissioners.

Please advise if we may be of further assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Mastronardo", with a stylized flourish at the end.

Joseph A. Mastronardo, PE
PENNONI ASSOCIATES
Township Engineer

JAM/ace

cc: Colleen Hall, Senior Planner
Brandon Ford, Assistant Township Manager
Main Line Health, 130 South Bryn Mawr Ave., Bryn Mawr, PA 19010



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MONTGOMERY COUNTY

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LOWM 248.40

April 2, 2025

Christopher Leswing, Director of Building and Planning
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

**Re: 211 Belmont Avenue
LCB Senior Living Development
Escrow Release No. 5**

Dear Mr. Leswing:

We have received a request for release of escrow for the referenced permit. Based on our field investigations, we recommend a release as follows:

<u>ITEM</u>	<u>TOTAL AMOUNT</u>	<u>AMOUNT THIS RELEASE</u>	<u>TOTAL RELEASED</u>	<u>AMOUNT TO REMAIN</u>
A. Site Preparation				
1. Building Demolition/Dust Control	\$ 50,000.00	\$ 0.00	\$ 50,000.00	\$ 0.00
2. Impervious/Curb Demo	25,000.00	0.00	25,000.00	0.00
3. Utility Removal/Seal	<u>10,000.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00</u>
Subtotal A	\$ 85,000.00	\$ 0.00	\$ 85,000.00	\$ 0.00
B. Erosion and Sediment Control				
4. Construction Entrance	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 0.00
5. Concrete Washout	2,500.00	1,250.00	2,500.00	0.00
6. Inlet Protection	2,400.00	1,200.00	2,400.00	0.00
7. Stabilization Netting	5,250.00	0.00	5,250.00	0.00
8. 18" Filter Sock	11,550.00	5,500.00	11,550.00	0.00
9. Final Grading & Stabilization	<u>5,000.00</u>	<u>5,000.00</u>	<u>5,000.00</u>	<u>0.00</u>
Subtotal B	\$ 28,900.00	\$ 14,050.00	\$ 28,900.00	\$ 0.00
C. Sanitary Sewer				
10. 6" PVC	\$ 35,625.00	\$ 0.00	\$ 35,625.00	\$ 0.00
11. Manhole	6,000.00	0.00	6,000.00	0.00
12. Sanitary Sewer Testing	2,500.00	0.00	2,500.00	0.00
13. Connection to Main	<u>1,000.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>0.00</u>
Subtotal C	\$ 45,125.00	\$ 1,000.00	\$ 45,125.00	\$ 0.00

	<u>ITEM</u>	<u>TOTAL AMOUNT</u>	<u>AMOUNT THIS RELEASE</u>	<u>TOTAL RELEASED</u>	<u>AMOUNT TO REMAIN</u>
D.	Stormwater Management				
14.	8" HDPE	\$ 875.00	\$ 0.00	\$ 875.00	\$ 0.00
15.	12" HDPE	1,600.00	0.00	1,600.00	0.00
16.	15" HDPE	15,600.00	0.00	15,600.00	0.00
17.	Type M Inlets	15,000.00	0.00	15,000.00	0.00
18.	Yard Drain Inlets	2,000.00	0.00	2,000.00	0.00
19.	Storm Manhole	6,000.00	0.00	6,000.00	0.00
20.	Endwall	2,500.00	0.00	2,500.00	0.00
21.	Headwall	2,500.00	0.00	2,500.00	0.00
22.	4" Underdrain Pipe	1,620.00	0.00	1,620.00	0.00
23.	Trench Drain	3,000.00	0.00	3,000.00	0.00
24.	Riprap Apron	2,000.00	0.00	2,000.00	0.00
25.	Cleanout	250.00	0.00	250.00	0.00
26.	Temporary Basins	100,000.00	0.00	100,000.00	0.00
27.	System No. 1 & Outlet Structure	100,000.00	0.00	100,000.00	0.00
28.	System No. 2 & Outlet Structure	20,000.00	0.00	20,000.00	0.00
29.	System No. 3 & Outlet Structure	10,000.00	0.00	10,000.00	0.00
	Subtotal D	\$ 282,945.00	\$ 0.00	\$ 282,945.00	\$ 0.00
E.	Miscellaneous				
30.	Concrete Curb	\$ 52,500.00	\$ 0.00	\$ 15,750.00	\$ 0.00
31.	Pavement/Concrete Slab	25,000.00	0.00	25,000.00	0.00
32.	Sidewalk	43,200.00	0.00	43,200.00	0.00
33.	Crosswalk Pavement Marking	5,000.00	0.00	5,000.00	0.00
34.	Pedestrian Flashing Beacon	85,000.00	0.00	85,000.00	0.00
35.	Road Control Monuments	800.00	800.00	800.00	0.00
36.	Fence	33,750.00	0.00	33,750.00	0.00
37.	Retaining Wall	400,000.00	0.00	400,000.00	0.00
38.	Traffic Control Signs/Wayfinding Signs	2,500.00	0.00	2,500.00	0.00
39.	Potential Left Turn Lane	7,500.00	0.00	7,500.00	0.00
40.	Traffic Control for ROW work	7,500.00	0.00	7,500.00	0.00
41.	Pavement Marking	2,500.00	0.00	2,500.00	0.00
42.	Maintenance/Protection of Traffic	5,000.00	0.00	5,000.00	0.00
43.	Vehicular Bridge	105,000.00	0.00	105,000.00	0.00
44.	Pedestrian Bridge	75,000.00	0.00	75,000.00	0.00
45.	Entrance Apron	2,000.00	0.00	2,000.00	0.00
46.	Bike Rack	2,500.00	0.00	2,500.00	0.00
47.	Post Development Traffic Study	3,000.00	0.00	0.00	3,000.00
48.	As-Built Plan	1,500.00	1,500.00	1,500.00	0.00
	Subtotal E	\$ 859,250.00	\$ 2,300.00	\$ 856,250.00	\$ 3,000.00

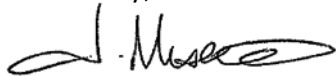
	<u>TOTAL AMOUNT</u>	<u>AMOUNT THIS RELEASE</u>	<u>TOTAL RELEASED</u>	<u>AMOUNT TO REMAIN</u>
F. Landscaping & Lighting				
49. Evergreen Trees	\$ 33,300.00	\$ 0.00	\$ 33,300.00	\$ 0.00
50. Deciduous Trees	397,800.00	2,000.00	397,800.00	0.00
51. Shrubs	47,840.00	2,000.00	47,840.00	0.00
52. Perennials	2,500.00	0.00	2,500.00	0.00
53. Ornamental Grasses	4,000.00	0.00	4,000.00	0.00
54. Ground Coverings	2,500.00	0.00	2,500.00	0.00
55. Site Lights	<u>135,000.00</u>	<u>0.00</u>	<u>135,000.00</u>	<u>0.00</u>
Subtotal F	\$ 622,940.00	\$ 4,000.00	\$ 622,940.00	\$ 0.00
 Subtotal A thru F	\$ 1,924,160.00	\$21,350.00	\$1,921,160.00	\$3,000.00
Engineering & Contingencies	<u>192,416.00</u>	<u>2,134.00</u>	<u>192,116.00</u>	<u>300.00</u>
Total Cost of Improvements	\$ 2,116,576.00	\$23,484.00	\$2,113,276.00	\$ 3,300.00
Plus 10%	<u>211,658.00</u>	<u>2,433.00</u>	<u>211,328.00</u>	<u>330.00</u>
110% of the Cost of Improvements per Section 509 of the Municipal Code	\$2,328,234.00	\$25,917.00	\$2,324,604.00	\$ 3,630.00
Retainage		<u>7,000.00</u>	<u>(5,000.00)</u>	<u>5,000.00</u>
Balance		\$32,917.00	\$2,319,604.00	\$8,630.00
 TOTAL				
Release to Developer		\$32,917.00		
Balance To Remain in Escrow Account				<u>\$8,630.00</u>

We recommend a release of escrow in the amount of \$32,917.00. As there is currently a balance of \$41,547.00, following this release of \$32,917.00, the balance remaining in the account will be \$8,630.00.

Two Declarations of Completion are attached and must be signed and dated by the Township Manager following authorization by the Board of Commissioners.

Please advise if we may be of further assistance in this matter.

Sincerely,

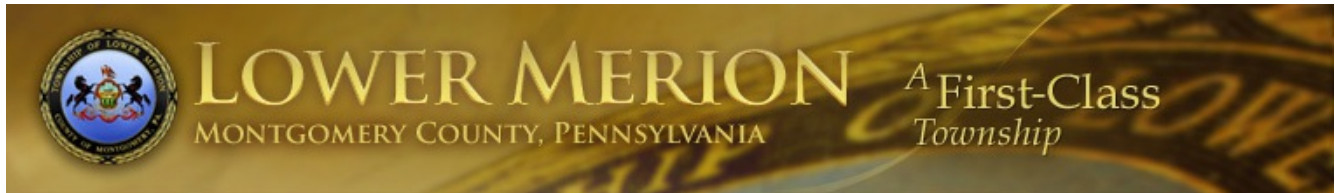


Joseph A. Mastronardo, P.E.

PENNONI ASSOCIATES

Township Engineer

cc: Colleen Hall, Senior Planner
LCB Bala Cynwyd, LLC
Bohler Engineering, 1515 Market Street, Suite 920, Philadelphia, PA 19102



AGENDA ITEM INFORMATION

ITEM: APPROVAL OF AN AGREEMENT WITH CITY AVENUE DEVELOPMENT CORPORATION TO OPERATE A FARMERS' MARKET

Consider for recommendation to the Board of Commissioners approval of an agreement for the City Ave Development Corporation (CADC), a 501(c)3 non-profit to operate a farmers' market in Municipal Lot 7 in Bryn Mawr through 2025.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issues Briefing	Issue Briefing
<input type="checkbox"/> Agreement	Backup Material

TOWNSHIP OF LOWER MERION

Building & Planning Committee

Issue Briefing

Topic: Bryn Mawr Farmers' Market Operation

Prepared By: Christopher Leswing, Director Building and Planning

Date: April 4, 2025

- I. **Action to Be Considered by The Board:** Approval of an agreement for the City Ave Development Corporation (CADC), a 501(c)3 non-profit to operate a farmers' market in Municipal Lot 7 in Bryn Mawr through 2025.
- II. **Why This Issue Requires Board Consideration:** The Township is authorized by the First Class Township Code (53 P.S. §56524) to establish, maintain and regulate markets and market places on public grounds and to contract with any person, firm, or corporation for the erection, maintenance, and regulation of market houses and market places. In order for the market to operate on property owned or under the control of the Township, the operation must be approved by the Board of Commissioners.
- III. **Current Policy or Practice (If Applicable):** This farmers' market has been annually approved to operate on this Township property since its inception in 2009. The Board of Commissioners reviews these agreements annually. The draft document had been updated to reflect the calendar for 2025, and closely follows the agreements previously approved for this market.

Other Relevant Background Information: The Bryn Mawr Farmers' Market has been managed by Farm to City (FtC) since its opening. Due to capacity issues, FtC is no longer able to manage the Bryn Mawr Farmers Market, and they have partnered with CADC to manage the market going forward. CADC currently operates and will continue to operate the Bala Cynwyd Farmers Market. The market's weekly seasonal operation is proposed to begin in April and conclude in November. CADC would continue less than weekly market operations in Bryn Mawr on Saturdays for the remaining months in 2025. The market will continue to operate in a portion of the Municipal Parking Lot 7 nearest Lancaster Avenue. Currently, the estimated number of parking spaces needed for the Farmers Market would be up to seventy-six spaces. In case of inclement weather, CADC has previously agreed that Lower Merion Township has no obligation to CADC with respect to parking lot conditions during their use and operation.

The agreement has been reviewed by the Director of Parking Services, the Township Solicitor and the Township's Risk Control Manager.

- IV. **Impact on Township Finances:** The market pays a fee for the use of the metered spaces used in the lot. It has been the Township policy to charge three dollars per day/per meter for the Bryn Mawr market events conducted in Municipal Lot 7. Value-added producers are subject to the Business Privilege Tax.
- V. **Staff Recommendation:** Staff recommends that the Board approve this agreement.

LICENSE AGREEMENT
TO OPERATE A FARMERS' MARKET

THIS AGREEMENT is made effective this ___ day of May 2025, by and between **CITY AVE DEVELOPMENT CORPORATION** and ("Licensee") whose address is 1 Belmont, Suite 700 Bala Cynwyd, PA 19004 and **TOWNSHIP OF LOWER MERION** ("Township"), 75 E. Lancaster Avenue, Ardmore, PA 19003.

1. Background.

(a) Licensee recruits the following categories as participants of outdoor farmers' markets (collectively herein "Producers"):

- i. farmers and growers
- ii. specialized producers of value-added food products

Licensee operates outdoor farmers' markets limited to such Producers in various communities according to a set of rules controlling all aspects of market operations including products sold, vendor mix, public safety, sanitation, market aesthetics, municipal permits and taxes, and insurance.

(b) The Township is authorized by the First Class Township Code (53 P.S. §56524) to establish, maintain and regulate markets and marketplaces on public grounds and to contract with any person, firm, or corporation for the erection, maintenance, and regulation of market houses and market places. The Township, through the Economic and Community Development Division of the Building and Planning Department, wishes to exercise these powers for the benefit and enjoyment of the public and is entering into this license agreement in furtherance thereof.

(c) Licensee seeks to continue a Farmers' Market Program in Lower Merion Township, to administer and oversee the operation of the Farmers' Market during calendar year 2024. The market operations of Licensee may be coordinated with a volunteer committee of Township residents.

(d) The proposed location for the Farmers' Market is a portion of Municipal Lot #7. This property is subject to a deed restriction limiting its use to the parking of automobiles and prohibiting its use for private gain or profit without the consent of the National Railroad Passenger Corporation ("Amtrak"). The parties agree that Amtrak's consent is a condition precedent to the enforceability of this license agreement by either party. This deed restriction may limit the types of vendors that could be permitted under this agreement.

2. Obligations of the Parties.

(a) Licensee will make application to the Township for a permit to establish a Farmers' Market limited to Producers as defined above, to be held in a portion of Municipal Lot #7 at the corner of North Bryn Mawr Avenue and Lancaster Avenue, Bryn Mawr. The proposed market will be open only on Saturdays from approximately 9am to 1pm, with additional time to allow setup prior to opening as well as clean up and tear down after each weekly event. The Licensee will strive to operate the Saturday market operations throughout the year. However, it is

anticipated that during the periods of January through March, 2025 the market operations may be conducted on a less than weekly basis. The determination will be made by the Licensee and communicated to the Township.

(b) Licensee will seek out and contractually arrange with local farmers and other Producers to participate in the market. It will make every effort to recruit at least six Producers, including at least one or two vegetable growers and a fruit grower. It will work with the Township to determine any community interest in specialized producers, such as a flower grower, bread maker or a cheese maker. Although Licensee will do its best to recruit Producers it cannot guarantee that it will secure commitments from them, or that, once recruited, all Producers will participate on market day. All products displayed at the market must be produced by the vendor who sells them or by a neighbor. For the purpose of this agreement, a Producer is considered to be a farmer, grower, baker, maker of homemade foods, arranger of dried or grown flowers produced by that maker, or otherwise enhance the value of a food product that is refined locally. Vendors must be full or part-time Producers of accepted products that are offered for sale at the market. It is understood that the Producers that participate do so to support their primary source of farming or production, and otherwise should not operate a retail storefront, provide substantial product line(s) for another purveyor or retailer, or serve as a third-party intermediary in order to sell merchandise not directly affiliated with their primary farm or production.

(c) Licensee can work with the Township and the volunteer committee to recruit qualified individuals from the community for on-site management of market operations on a weekly basis. Licensee staff will train the on-site managers, oversee opening day operations, check on the market periodically, and be available for additional consultation.

(d) Licensee will establish rules requiring each Producer to provide a trash container and a broom. Each Producer will be responsible for cleaning the market site at the end of the market day; Producers must remove all refuse they generate at the market. Licensee staff will monitor and enforce sanitation rules.

(e) Licensee will apply for any necessary permits required by the Township or the Montgomery County Health Department to use the market space and operate the market. All scales will be certified by Montgomery County Department of Weights and Measures.

(f) Licensee will inform vendors of the Township requirement for an Annual Business License (due within 30 days of commencing operations). Per state law, Business Privilege tax is not required unless vendors do business in the Township for more than 15 days annually. Licensee will provide the Township with a list of vendors who participated, including contact information.

(g) Township's sole responsibility will be to provide the physical space required to operate the Market. It is anticipated that this will require reserving approximately 75 parking spaces for the Market operations. Licensee will work with the Township to determine the procedure for posting the market site and may be responsible for controlling the market area to prevent non-producer

vehicles from entering the market area while the market is being set up, operating, and closing.

(h) Licensee will comply with any Pandemic restrictions as cited by the Commonwealth of Pennsylvania regarding activities conducted at the Market by the Operator, including but not limited to: compliance with social distancing regulations, wearing masks, reducing vendor capacity by separating tents; restrict Market attendance; publicize social distancing policy and practice; or canceling the event if outdoor gathering restrictions prohibit the ability to hold the event."

(i) Licensee will manage the market and enforce the Market Rules which have been developed by Licensee and are attached hereto as Exhibit "A." Any material changes to the rules and procedures set forth in Exhibit "A" are subject to the prior written approval of Township.

(j) Licensee will be responsible for all signage and traffic controls necessary for Market operations and will adhere to the directions of the Lower Merion Police Department with respect to traffic controls. The Licensee recognizes that neither the Township nor Amtrak has any obligation to the Licensee with respect to parking lot conditions in case of inclement weather.

(k) The Licensee may post two banner signs, not to exceed 25 square feet each, one on the fence fronting Lancaster Avenue, the second on the fence facing N. Bryn Mawr Avenue. The banners shall be maintained by the Licensee, and the Township shall have the right to order the removal of either banner if it is not properly maintained. The banners may be posted April, 2024 through December, 2024. During the periods when the market operations may be conducted on a less than weekly basis, the banners may be posted one week prior to operation, and then removed after the weekly operation has closed.

3. Term of Agreement.

This Agreement shall commence upon its execution by the parties and shall remain effective until the end of the 2025 calendar year, and so on according to its terms from year to year unless terminated at the end of any calendar year by either party giving no less than thirty (30) days' notice to the other prior thereto.

4. Payment Terms/taxes.

(a) The Licensee will pay the Township a fee of \$3 per day for each parking space used by the Producers during market operations. The Licensee will confirm the maximum number of spaces needed for the market season prior to the first market day. Any changes to the number of maximum parking spaces needed should not be done without prior written approval from the Township.

(b) The Licensee acknowledges that it is an entity doing business in the Township and as such is required to secure a Mercantile License before the first market day.

(c) The Licensee will file a Mercantile License and business tax return and

pay that tax based on the daily fees collected from the Producers to attend and sell their products at the market. A business tax return is required only if the licensee did business in the Township for more than 15 days annually.

5. Independent Contractor Status/Volunteers.

- (a) The parties acknowledge and agree that Licensee is an independent contractor. Nothing in this Agreement shall be regarded as creating any relationship, whether as employer-employee, joint employer, as a joint-venture, partner or shareholder between the parties, other than as set forth herein as an independent contractor performing certain services. Neither this Agreement nor the services rendered hereunder shall result in Licensee being deemed an "employer" or similar party responsible for decisions affecting employees of Township under any federal, state or local law or regulation.
- (b) Any personnel providing assistance at the event, other than Township employees, will be considered volunteers or employees of the Licensee or Producers, not the Township or Amtrak.
- (c) Licensee may elect to hire an assistant to the Licensee. Any such person shall be approved by the Township prior to his/her engagement. Licensee assumes all responsibility for compensating such person.

6. Compliance with Laws.

Licensee shall make its best effort to assure that all Producers comply with federal, state, county and local laws and regulations regarding the sale of food products.

7. Indemnification.

To the fullest extent permitted by law, Licensee will defend, indemnify and hold Lower Merion Township, Amtrak, its/their officers, elected and appointed officials, agents, representatives and employees harmless from any and all claims, damages, costs, including attorney's fees, and liabilities of any kind arising out of the performance of Licensee's obligations under this Agreement and in conjunction with market operations; except to the extent such claims, damages, costs and liabilities result from the gross negligence or willful misconduct of the Township or Amtrak, its/their employees, representatives or agents. In no event shall Licensee be liable for lost profits. This obligation of Licensee to defend, indemnify and hold harmless Lower Merion Township, Amtrak, its/their officers, elected and appointed officials, agents, representatives, and employees shall survive termination of this Agreement.

8. Insurance.

Licensee and each and every Producer recruited by Licensee pursuant to this Agreement, at no cost to Township, shall procure, provide, and deliver to Township and Amtrak and thereafter maintain in effect during the term of this Agreement, commercial general liability or farm liability insurance covering:

- (a) Liability arising from premises and operations;
- (b) Liability arising from the actions of independent contractors; cancellation or non-renewal;
- (c) Liability arising from products and completed operations; and
- (d) Contractual liability (including protection for the Licensee from bodily injury and property damage claims arising out of liability assumed under this Agreement).

Lower Merion Township, Amtrak, and its/their officers, elected and appointed officials, agents, representatives, and employees are to be named as additional insureds on such commercial general liability or farm liability insurance with respect to liability arising out of the farmers' market operations addressed in this Agreement. Such commercial general liability insurance required herein shall be endorsed with ISO form CG 2026 entitled "Additional Insured – Designated Person or Organization". Furthermore, the schedule on the additional insured endorsement must properly reference Lower Merion Township and its elected and appointed officials, agents, representatives, and employees.

Such commercial general liability or farm liability insurance for bodily injury, personal and advertising injury and property damage including loss of use, shall be written for not less than the limits specified below or required by law, whichever is greater:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	2,000,000	products/completed operations aggregate.

If Licensee or Operator has any employees, that party, pursuant to this Agreement, at no cost to Township, shall procure and thereafter maintain in effect during the term of this Agreement workers compensation insurance with statutory benefits as required by any state or Federal law, including standard "other states" coverage, employers liability insurance with minimum limits of:

\$100,000	each accident for bodily injury by accident;
\$100,000	each employee for bodily injury by disease; and
\$500,000	policy limit for bodily injury by disease.

All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Township. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Township grants specific approval for an exception. The Township hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund (SWIF) of Pennsylvania.

Said insurance shall be endorsed to provide that Township and Amtrak will be notified in writing by the insurer(s) at least thirty (30) days in advance of any cancellation or non-renewal. It is hereby clarified that the provision of such insurance does not impose a limitation on the liability of the licensee as outlined in

this Agreement but serves as additional security thereof.

To the fullest extent permitted by law, the Licensee and each Producer and their employees, officers, volunteers, agents and representatives waive any right of recovery against Lower Merion Township, Amtrak, and its/their officers, elected and appointed officials, agents, representatives and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the farmers' market operations addressed in this Agreement. The Licensee and each Producer shall advise their insurers of the foregoing and such waiver shall be provided under Licensee's and Producers' property and liability insurance policies. Further, the Township shall not be responsible for any loss or damage to property of Licensee or their vendors, invitees, employees, officers, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township.

Insurance provided to the Township and its elected and appointed officials, agents, representatives and employees as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to the Township and its elected and appointed officials, agents, representatives and employees shall be excess of and non-contributory with insurance provided to the Township and its elected and appointed officials, agents, representatives and employees as specified herein. Licensee's obligation is to inform Producers of these insurance requirements and to deny attendance at the market of any Producer who has not submitted to the Licensee the required proof of insurance.

9. Miscellaneous.

(a) Entire Agreement. This Agreement contains the entire understanding of the parties. The Agreement may not be changed orally, but only by a writing signed by both parties. All prior negotiations, discussions and agreements by and between the parties hereto with respect to such matters agreed to herein which are not reflected or set forth in this Agreement shall have no further force or effect.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.

(c) Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of and shall be binding upon the successors and assigns of each of them; provided, however, that neither this Agreement nor any of the rights, interest or obligations hereunder shall be assigned by Licensee without the prior written consent of Municipality.

Notices. Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent either by regular mail, recognized overnight delivery service or by hand delivery, to the Township and/or Licensee, as the case may be:

If to Licensee: Bryan R. Fenstermaker
City Ave Development Corporation
1 Belmont, Suite 700
Bala Cynwyd, PA 19004

If to Township: Township of Lower Merion
Ernie B. McNeely, Township Manager
75 East Lancaster Avenue
Ardmore, Pa. 19003

If to Amtrak: National Railroad Passenger Corporation
Real Estate Development
30th Street Station, 5th Floor SW
Philadelphia, PA 19104

(d) Headings. Headings in this Agreement are for convenience only and shall not be use to interpret or construe its provisions.

(e) No Third-Party Beneficiary. Except as expressly provided for herein, nothing in this Agreement is intended to confer upon any person who is not a party hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

CITY AVE DEVELOPMENT CORPORATION

ATTEST

By:

Bryan R. Fenstermaker, Executive
Director

TOWNSHIP OF LOWER MERION

ATTEST

By: _____
Ernie B. McNeely, Township Manager

JODY L. KELLEY,
Township Secretary

EXHIBIT “A”

(2025 Market Rules)



Farmers' Market Program Rules 2025 Season

Updated: Jan 13, 2025

Introduction

Farm to City's mission is to unite communities, families, and farmers year-round through good, locally produced food. Our objectives are to increase the number of farmers and food artisans selling at our markets, the number of markets we operate, and to maintain a crew of well-trained market managers.

Farm to City (FTC) allows three categories of Producers to sell at our markets: Farmers, Food Artisans, and Kitchen Craftspeople.

These market rules set out Farm to City's instructions for and our expectations of Producers. All their product production facilities must be located in the region within 150 miles of Philadelphia.

The Farm to City employees who administer and operate the markets are its Director, Program Manager, and on-site market managers (Site Managers).

A. Products Allowed

1. Producer-only Rule: Producers at FTC markets are permitted to sell crops, other farm products, prepared foods, or kitchen-related items that they grow, produce, or make themselves. FTC must approve all products offered for sale. Producers must submit Product Lists for every new year on forms provided by FTC. FTC will review these lists to assure compliance with this Producer-only Rule and that Producers are not introducing new categories of products that would adversely affect sales of Producers who are currently selling the same product category at the same market.
2. Producer requests to add products to its list of approved products must be received and approved by the Site Manager and Program Manager at least ten days before such products are offered for sale.
3. Contract growing or labor and lease agreements with other farms in exchange for products do not qualify those products as produced from Producer farms.
4. Food Artisans shall not use commercially available multi-ingredient products or mixes in their recipes.
5. At least one main ingredient in prepared foods must come from a farm within 150

miles of the market. Preference will be given to Producers who utilize whole or milled locally produced grains.

6. We give preference to Food Artisans whose products do not contain refined sugar, or high-fructose corn syrup.
7. We give preference to Producers whose products are USDA Certified Organic.
8. Certified. Organic Producers must provide FTC with a copy of their USDA-Certified Organic document.
9. Artificial sweeteners, coloring, and flavors that are not directly extracted from plant and animal sources and cannot be used in food sold at FTC markets.

B. Exceptions to Grower Only Rule

Exceptions may be granted to farmers who request permission to resell products from other local farms if all the following requirements are met:

1. No other farmer grows and sells the requested product at the same market.
2. The farmer displays signage clearly indicating who produced the requested product and where the product was produced.
3. The farmers understand that they must stop selling the purchased products when a farmer producing the same product joins the market.

Other exceptions to locally produced requirements are:

- Coffee, olive oil, and products of only chocolate, and
- Out-of-region nuts and spices in prepared food.

C. Market Hours

1. Sales begin at the established opening time and not before unless the Site Manager approves.
2. Producers must arrive early enough to set up, hang their business signs, put prices on all their products, erect and secure their tents, and that their staff is ready to sell at opening time. They must stay until the closing time unless previous arrangements for extraordinary circumstances are made with the Site Manager.
3. Producers who are late to market may be relocated. Producers who are often late may lose their market space.

D. Market Space

1. Farm to City assigns spaces at the market to Producers who are registered or accepted for the year. Each assigned space is 10' by 10', the footprint of a typical pop-up tent.
2. Displays must not limit the view or access of customers to other stands.
3. If space at the market is limited, the market fee may be increased for any Producer who requests or uses more than one 10ft x 10ft space.

E. Attendance

1. Producers can attend up to five of Farm to City markets.
2. Producers must attend each week between their start and end dates except for absent dates they note on their market quarterly attendance schedules.
3. To cancel a scheduled market day, Producers must fill out a [cancellation form](#) and notify their Site Manager.
4. Producers shall pay a \$10 cancellation fee for each market day cancellation submitted within 4 days to 48 hours of market opening time.
5. Producers shall pay a \$20 cancellation fee for market day cancellation submitted less than 48 hours before market opening time.
6. Producers who do not submit a market day cancellation form shall be charged their daily market fee.
7. Producer repeated requests to cancel market days or failure to submit a market day cancellation form can result in loss of permission to attend the market.

F. Producer Demeanor and Care:

1. **Potential Hazards.** Producers must be sure that no objects belonging to them pose any danger to pedestrians, motorists, vehicles, or other property. Producers must exercise caution in arrival, parking vehicles, unloading, setting up, restocking, and packing up.
2. **Courteous Conduct.** Farm to City expects Producers to be courteous and respectful to all market customers, each other, and FTC staff. Farm to City serves a diverse community of different races, backgrounds, and gender expressions.
3. **Violation of Courteous Conduct.** When the Director or Program Manager receives a written complaint of a violation of courteous conduct, they must investigate the complaint by interviewing the complainant and the alleged violator, collecting other available information, then review the evidence to determine if there was a violation of Farm to City's policies. They shall notify both parties to the complaint of their decision. If the complaint is substantiated, the violator can be asked to leave FTC's market program.
4. **Playing Music.** Producers should be considerate of other Producers, customers, and market activity when playing music. The Site Manager will ask for the volume to be reduced if it is too loud or disruptive.
5. **No Smoking or Vaping** within 30 feet of any market stand.

G. Parking at Market Sites

FTC arranges free parking places for one vehicle per Producer at its markets when possible. Parking spaces at some markets are limited and assigned by FTC staff. New Producers, non-weekly Producers, and Producers bringing more than one vehicle may need to find parking places elsewhere.

1. **Market Setup and Leaving:** Producers and their employees must exercise caution when parking their vehicles, unloading, reloading, and packing up at market's end. FTC is not responsible for traffic incidents at the markets.
2. **Parking Tickets.** If a Producer receives a parking ticket within the time and space allowed by the municipality by permit or ordinance, the Producer can dispute the ticket directly with the municipal parking authority. FTC can provide the Producer with supporting documentation, such as a lane closure permit or ordinance citation.
3. **Producers are responsible** for parking violations received outside the parking spaces and time allowed for the market by the municipality.

H. Market Management

Farm to City is responsible for: assigning Producers to markets and their location in the markets, the operation and management of the market, and the administration of the farmers' markets. Farm to City employees are authorized to make operational and administrative decisions, including interpretation and enforcement of these rules and approval of applications.

I. Market Fees.

Last year's Market fees are based on Producers' average market day sales in the previous year. Each year, FTC's basic market fees will be adjusted by the [Philadelphia-area inflation index](#), as calculated by the Bureau of Labor Statistics. The 2025 market fees will reflect the approximate 11% compounded inflation for 2022 and 2023, since no adjustments were made in 2024. In subsequent years our basic market fees will reflect one year of inflation. All market fee values denominated in dollars (the threshold numbers as well as fees) are subject to the inflation change. Percentages are not.

1. **New Producers:** The basic market fee is \$45 per market day.
2. **Returning Producers: The basic market fee is:**
\$33 for 2024 average weekly sales of less than \$330 per week.

\$45 for 2024 average weekly sales between \$330 and \$1,100.

4.1% of 2024 average market day sales above \$1,100 to a basic fee ceiling of \$165

There is no surcharge for other markets.

Other market fee payment requirements:

1. Bryn Mawr market Producers must pay a \$3 fee per market day for each parking space used. Parking fees for Producers at this market are included in monthly invoices.
2. Invoices are due upon receipt. Producers are expected to pay market fees and any parking fees within 15 days of the monthly invoice date. FTC will charge a \$5 per month late fee for market fees not paid within 15 days. If balance on the statement is not paid within 60 days, Producers cannot attend markets until the outstanding balance is paid.
3. Producers must pay market fees online. Exemptions for payment by check can be arranged with the Program Manager and FTC bookkeeper (clients@wellspring-fin.com). FTC Staff will not accept payments at market sites.
4. Producers who demonstrate a pattern of late payments may be required to keep their payment card on file with FTC. We will issue a receipt to the late payer.
5. Farm to City offers a 5% discount on market fees to Producers who attend a market weekly for at least six months in a calendar year. Producers who qualify must submit the full discounted payment before the end of their second month at the market(s) for the weeks in the year they plan to attend. Payment will be reconciled at the end of the year.
6. Producers must contact clients@wellspring-fin.com about any invoicing discrepancies or questions within 14 days of issuance.

J. Equipment

1. Producers must bring the supplies and equipment needed to sell their products and protect them from the elements.
2. The Philadelphia Department of Public Health requires farmers' market tents to have a weight of at least 25 pounds securely attached to each tent leg or other immovable object (tree, street sign). FTC applies this requirement to all our markets. FTC staff will ask Producers not meeting this requirement to remove their tents. FTC recommends that Producers attending markets outside of Philadelphia respect this requirement.
3. Tents must have vertical legs (not splayed) and have a white canopy.
4. The Pennsylvania Department of Agriculture requires that Producers using scales to weigh products at farmers' markets must obtain a scale license from the Bureau of Ride & Measurement Standards. See [Two Year Weighmaster License](#) Application.
5. Producers must bring a broom and a container for waste for use by customers and themselves to clean up their selling area during and at the end of market hours.

K. Signs

1. Producers must display signs with the name of the farm or business and the state and nearest town.
2. Producers must display product price signs or a board listing the price of every product offered for sale.
3. Products not produced by the Farmer selling them must be clearly identified by the farm and location where they are produced.

L. Food Safety and Packaging

1. Producers must comply with any "plastic bag ban" laws in the municipality where the market is located.
2. Producers are encouraged to use paper bags to contain their products and to ask

their customers if they have their own bags. Producers are discouraged from using Styrofoam.

3. Producers must comply with applicable county health codes. See Appendix Two, Food Safety Requirements.
4. All prepared food on display but not in a closed container must have a sneeze guard. At the time of sale, an employee wearing clean gloves must put such products in a food container. Bare hands cannot be in contact with unpackaged prepared products.
5. Boxes containing food should be elevated 6 inches off the ground. Food cannot be stored on the ground.
6. Every cooler must contain a thermometer and bagged ice or a coolant to keep product temperature lower than 41 degrees F, or frozen.

M. Site Sanitation & Appearance

1. Producers must clean their stand and vehicle areas during and at the end of the market, then take all refuse with them. Producers cannot dispose of their refuse in municipal or private waste containers.
2. FTC expects Producers to keep their stand area attractive: products should be well-arranged on tables; plain earth-tone table coverings should be used to better highlight products; boxes and other bulk or empty containers should be placed out of view.

N. Communication

1. All communication should be by email. If that is not possible, let us know, and we can arrange communication by phone or surface mail. We discourage texting or phoning, except for emergencies.
2. Invoicing issues: contact [our bookkeeper](#). Provide your business and market names, market dates of concern, and questions.
3. Attendance and products sold: send email to Site Manager, cc to [Program Manager](#):
4. Products sold conflicts: We encourage Producers to communicate first with each other to work out conflicts. For example, a compromise in which a Producer can sell bought-in eggs only after an egg Producer sells out. If no resolution is found, Producers can consult the Site Manager, who may communicate with the Pgm Mgr.

O. Producer Authorization for Food Subsidy Programs

The Farmers Market Nutrition Program (FMNP) vouchers are used by qualifying low-income households (WIC-Women, Infants, Children; and Seniors) to purchase produce at farmers' markets. The vouchers come in the form of depositable checks. FTC encourages farmers to enroll in the [FMNP program](#).

SNAP/EBT cards issued to qualifying households to purchase produce, eggs, bread, and many prepared foods from authorized Producers at farmers' markets. Contact the [FTC Program Manager](#) for information on authorization to accept SNAP/EBT cards.

P. Inspections

1. Farm to City reserves the right to visit any Producer farm or production facility, with advance notice, to inspect the production of crops or products sold at its markets. We may request copies of receipts for seeds, seedlings, or ingredients.
2. County Health Departments may conduct food safety inspections. See Appendix Two, Food Safety Requirements.

Q. Registration for Returning Producers.

Producers who wish to return in 2025 to the markets they attended in 2024 must meet Good Standing criteria. Farm to City will provide returning Producers with guidelines toward the end of the current year to achieve Good Standing. Criteria 1 and 2 below must be met before Producers are invited to register for 2025. Registration includes submitting Items 3-7 in list below:

1. Market fees
2. Weekly sales reports
3. Registration form
4. Evidence of municipal tax registration (see Appendix One, Municipal Tax Requirements)
5. Current food safety licenses if required (see Appendix Two, Food Safety Licensing Requirements)
6. Current, liability insurance certificates (see Appendix Three, Insurance Requirements) and
7. Product lists for the new season (forms provided by FTC).

R. Registration for New Producers

Candidate Producers must review these market rules to determine that their business qualifies for consideration. If yes, they must complete and submit the Application Form on the [Farm to City website](#). FTC staff will confirm your eligibility and invite qualified Candidate Producers to participate in one of our markets depending on the availability of openings. Invited Candidate Producers must then submit evidence of municipal tax registration, current food safety licenses, if required, current certificates of liability insurance (see items 4, 5, and 6, in section Q) and Product Lists for the new season (forms provided by FTC).

revised BP Jan 12, 2025

Appendix One

Food Safety Licensing Requirements

CITY OF PHILADELPHIA

The Philadelphia Department of Public Health regulates all aspects of farmers' market locations and operations.

- Producers must send Farm to City copies of their current food safety licenses.
- Farm to City is the Philadelphia Farmers' Market Operator License holder. Farm to City submits a list of its markets and a list of Producers participating in each market with information from their food licenses to the Department of Public Health.
- Producers who prepare food, who sell ready-to-eat drink (in open containers) or food, or who package food on-site, must have either a Permanent Special Event Permit or Mobile Vending License from the Office of Food Protection. For more information, call 215-685-7495 or visit page 3 of [A Guide to Special Events with Food Vendors](#). See also [Applications and Regulations for Food Vendor Permits](#).
- The following types of Producers are exempt from the Office of Food Safety's approval process: Producers who only sell whole, uncut fruits and vegetables and non-food agricultural products and Producers who only sell pre-packaged foods and drinks.
- The Department of Health Department honors the current applicable food safety permits and licenses of Producers' facilities in Farm to City's submission.

MONTGOMERY COUNTY

Montgomery County requires all producers who sell at farmers' markets to register with the County Health Department for inspection. You must submit a copy of your current food preparation license and fee for each market you attend: Bryn Mawr and Bala Cynwyd.

The Guidelines, Application form, and fee can be found at:

- [Farmer's Market Guidelines](#)
- [Farmer's Market Vendor Application](#)
- [Permit Fee Schedule](#) (last one, page 5)

Contact:

Elizabeth Angelo
Environmental Health Specialist MontCo Dept Public Health
610-278-5117

Suggestions for filling in the Application:

Page 1. Requirements. Note that some producers are exempt. Also, see Mobilized Vendors for different requirements.

Page 2. Market Information: Municipality, Name, Addresses, Opening/Closing Dates; and Hours of markets - use these as applicable:

- Bryn Mawr Market is in Lower Merion Township, - E. Bryn Mawr Avenue at Lancaster Avenue, Bryn Mawr. Season - Jan 8/Dec 31. Market Hours: April through December (except 4th week in November), 9 am to 1pm; January - March every 1st, 3rd, & 5th Saturdays, 10am to noon. Assigned space or booth number – variable

- Bala Cynwyd Market is in Lower Merion Township: 1 Belmont Avenue, Bala Cynwyd. The season is Jun 1/Nov 9. Hours are 10am-1pm. Assigned space or booth number – variable.
- Owner information: Farm to City, 318 Gaskill Street, Philadelphia, PA 19147-1503.

Page 3, Item 2, Food/Drink Items. If you sell or offer samples of these, list how you protect and deliver them to the market at the correct temperature.

Page 4, Item 4. Sinks and Restroom. If you prepare food or offer uncontained samples at the market, you must have a sink. See [Section C in this document](#) for detailed requirements.

Location of restrooms.

- *Bala Cynwyd Market.*– the Belmont Office Building, first floor.
- *Bryn Mawr Market* – Luddington Library.

Page 4, Sketch of Booth Area to show features listed in the application form. Use an arrow to point in the direction of the restroom from your booth and in the direction of the sink if you need one and if it's not near your booth.

DELAWARE COUNTY

Producers attending the Media Farmers Market must register each year with the Delaware County Health by filing a [Farmers' Market Review application](#). Do not send license fee payments. The Department will come to the market to inspect. Producers will be notified by the Department whether they are required to submit a payment. The annual fee for a farmers market license is \$47.00. Early in the year Farm to City sends a list of producers attending these markets to the Department.

Contact: Therese Gavin, Administrative Coordinator, Environmental Health Specialist, 1510 Chester Pike, Suite 700, Eddystone, PA 19022. (O) 610- 988-6555

Appendix Two

Municipal Tax Requirements

Philadelphia Markets

All individuals and businesses that earn income in the City must be registered with the City of Philadelphia and file an annual tax return to report income and net profits earned in the City. [New Taxpayer Registration](#). The taxes due are on Business Income Receipts and Net Profits.

Lower Merion Township: for the Bryn Mawr and Bala Cynwyd Markets

Business Tax Registration. All Producers must be registered with the Township and in compliance with the Business Privilege and Mercantile Tax Regulations. Before attending their first market day, new producers must provide a copy of their [Lower Merion Township Business Tax Registration](#) to Farm to City either by email. After a business is registered, the Township will send annual renewal forms in November. Completed forms are due the next year.

Borough of Media

Producers attending the Media Market [must be registered](#) for business tax/mercantile taxes with the Borough the first year they attend. There is a registration fee of \$50.

In March, Farm to City will send a list of Producers participating in the Media Market to the Media Borough. The Borough checks this list against its list of registered Producers from the previous year and sends the names of Producers who are not on the list to its tax collector, e-Collect. Once registered, Producers returning in subsequent years will receive tax invoices from e-Collect.

Media Business Registration and Tax Reconciliation

Business	Task	When	Fee
Starts Media business, year 1	Applies for a Business Privilege License	year 1	\$50
Pays BPTaxes for year 1	Submits year 1 BPTax Reconciliation	April year 2	\$50
Pays BPTaxes for year 2	Submits year 2 BPTax Reconciliation	April year 3	\$50

Appendix Three

Insurance Requirements

updated June 2024

Instructions: For your own protection and the protection of affected parties, Farm to City's market rules require that your activities at our farmers' markets are covered by a general liability insurance policy for a general aggregate and a food product minimum of \$2,000,000 and each occurrence liability insurance or equivalent for a minimum of \$1,000,000.

Certificates of Insurance (COIs) demonstrate that you have liability insurance. Property owners and others with an interest in the properties where Farm to City markets are located request Certificates of Insurance. Your Certificates of Insurance should show Farm to City as a certificate holder.

We must receive your updated Insurance Certificates from your insurance agent before the expiration date of your policy.

Your Certificates of Insurance must state that Farm to City and the other relevant entities shown below are listed or referenced as Additional Insured in the second box from the bottom left of the ACORD certificate.

Send all certificates by email to info@farmtocity.org, subject:

Your business name, COI, name of Additional Insured

Deadline: We must receive current insurance certificates from your insurance agent before their expiration date.

PART ONE: FARM TO CITY

FARM TO CITY. List Farm to City on one certificate of Insurance as Additional Insured:

- Farm to City LLC, 318 Gaskill St, Philadelphia, PA 19147-1503

PART TWO: MARKETS

BALA CYNWYD MARKET: List these three entities as Additional Insured on one Certificate of Insurance:

- Bala Plaza, LLC; Bala Plaza Mgmt, LLC; and Diversified Management Plus, LLC
1125 Ocean Ave Lakewood, NJ 08701

BRYN MAWR MARKET: List both entities as Additional Insured on separate Certificates of Insurance:

- National Railroad Passenger Corporation (Amtrak), 30th Street Station – Box #64, Philadelphia, PA 19104
- Township of Lower Merion, its officers, elected and appointed official, agents, representatives, and employees, 75 E. Lancaster Avenue, Ardmore, PA 19002

MEDIA BOROUGH MARKET: List the Borough of Media as Additional Insured on the Certificate of Insurance:

- Borough of Media, 301 N. Jackson Street, Media, PA 19063

JEFFERSON HOSPITAL MARKET: List Jefferson University Hospital as Additional Insured on the Certificate of Insurance:

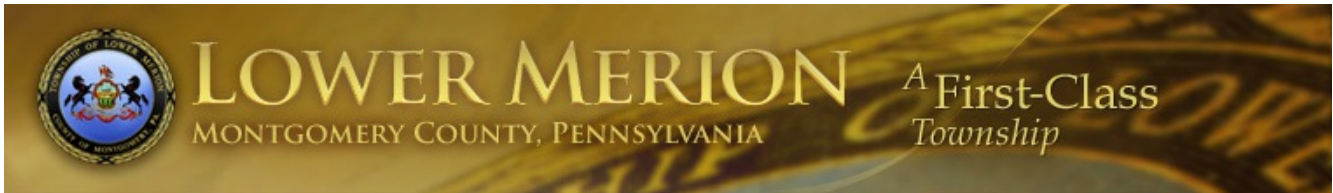
- Jefferson University Hospital, 111 S. 11th Street, Philadelphia, PA 19107

UNIVERSITY SQUARE MARKET: List the University of Pennsylvania as Additional Insured on the Certificate of Insurance:

- Trustees of University of Pennsylvania, 3415 Walnut Street, Philadelphia, PA 19104

CHESTNUT HILL, RITTENHOUSE SQ., DICKINSON SQ., E. PASSYUNK, AND JEFFERSON MARKETS.-List just the City of Philadelphia as Additional Insured on this Certificate of Insurance. Only one certificate is needed for all the markets you attend in Philadelphia, whether one market or more.

- City of Philadelphia, its officers, employees, and agents, Risk Management Office, 1515 Arch Street, 14th Floor, Philadelphia, PA 19102



AGENDA ITEM INFORMATION

ITEM: TENTATIVE SKETCH PLAN - 21 Bala Avenue, Bala Cynwyd, Ward 9, LD# 3923TS

Consider for recommendation to the Board of Commissioners approval of a Tentative Sketch Plan. The Plan prepared by Ruggiero Plante Land Design, LLC, dated October 15, 2024 and last revised March 14, 2025, shows the demolition of all existing structures and the construction of a four-story mixed-use building (44,250 sq. ft. floor area) containing 1,800 sq. ft. of commercial space on the ground floor and 32 units of multifamily housing on the upper floors. The project will also include 53 parking spaces and an on-site stormwater management system.

In addition, the application requires the following waiver from the Township Code which was recommended for approval by the Planning Commission:

- §135-4.9(Q)(7) to provide a pedestrian pathway as generally shown on the plans from the rear of the surface parking lot that is physically delineated through the installation of impression style stamped asphalt and other approved means other than sidewalks and defined crosswalks and that is not completely separated from vehicular use areas.

Expiration Date – 4/30/2025.....Zoning – CAD-BV

Applicant: Andrew Langsam

Owner: 19-21 Bala Associates

Applicant's Representative: George Broseman

On March 31, 2025, the Planning Commission recommended approval of the proposed subdivision plan subject to the following conditions:

Township Engineers Review

1. The Township Engineer's review letter dated March 25, 2025 shall be incorporated by reference into these conditions of approval to the extent the same is not inconsistent with these conditions of approval or any relief or modifications granted.

Circulation and Parking

2. The proposed pedestrian path shall provide a pedestrian connection from the commercial parking spaces to the rear building entrance and/or the pedestrian path along the northwest side of the structure, if the requested waiver is approved.

3. The pedestrian pathway in the vehicle use area shall be an impression-style stamped asphalt if the requested waiver is approved. The applicant shall provide additional delineation that may include a painted ceiling where the pathway is covered by the proposed structure and additional signs and bollards as determined to be necessary upon preliminary plan review.

4. A maintenance plan shall be submitted for the pedestrian pathway if the requested waiver is approved.
5. The preliminary plan shall demonstrate compliance with, including a chart, for the residential, commercial and public gathering space bicycle parking requirements of §155-8.8 Bicycle Parking Requirements.
6. Wheel stops or bollards shall be shown at all parking spaces.
7. The applicant shall provide a curb along the south side of the drive aisle from the entrance through the first parking space.
8. The preliminary plan shall demonstrate compliance with the electric vehicle readiness and capacity standards required by §135-4.9(R).
9. The preliminary plan shall include a shared parking chart.

Architecture

10. The preliminary submission for the architectural plan and elevation submission shall show the minimum six-foot setback from the primary front façade at 38 feet as required by CAD-BV Dimension Standards §155 Table 6.8.2 Note 5.
11. Exterior wall materials shall only include native stone, cast stone, brick, stucco over masonry, wood, cementitious board, metal or glass. The preliminary plan submission shall include a materials chart.
12. The preliminary plan submission shall include a consistent unit number count on civil and architectural plan sheets.
13. The preliminary plan submission shall label the ground floor active use as “Office/Retail” and, based on parking calculations, future occupants shall be only non-food and beverage types unless the parking requirements change in the future to allow for such uses, or other relief is obtained as required.
14. The preliminary plan submission shall include architectural plans, elevations and renderings of all sides of the proposed building including proposed materials and glazing charts demonstrating compliance with Zoning Code §155-6.8 (CAD-BV) and §155-3.9 (Architectural Standards.)
15. A design manual shall be submitted with the Preliminary Plan demonstrating how the development will comply with the development design standards of §155-6.8(I).
16. The mean grade of the structure shown shall be verified. Documentation showing the calculations shall be provided.
17. The preliminary plan submission shall demonstrate compliance with §155.6.8(I)(5)(a)[6] which states that all roof-top mechanical equipment, including antennas, shall be screened visually and acoustically and that such screening shall be integral to the architectural design of the building.

Public Gathering Space

18. The preliminary plan submission shall demonstrate compliance with Public Gathering Space requirements and include relevant compliance charts demonstrating compliance with §155-6.8 Table 6.8.1 and §135-4.6(B).
19. To guarantee public access, the public gathering space shall be permanently set aside as such by a recorded covenant in a form acceptable to the Township Solicitor as per §135-4.6(B)(2)(b).

Landscape Plan and Streetscape

20. The preliminary plan submission shall state the vehicle usage area and demonstrate compliance with the minimum interior landscaping area requirements of §135-5.3(C)(1).
21. The landscape plan submitted with the preliminary plan shall include compliance charts demonstrating that all SALDO Article 5 requirements are met without double-counting for buffers, greening, parking lot greening and the public gathering space, except as permitted by the Code.
22. Trees marked as impacted but not able to be saved during construction shall be replaced one-for-one and the applicant shall work with the Township on species selection and placement.
23. The 15' (from centerline) force main sanitary easement shall be shown on the future submitted landscape plan with the placement of three (3) street trees as per §135-5.1(C)(7) in the area between the sanitary easement and building.
24. The landscape plan shall identify the type of rear landscape buffer as per §135-5.2 Table 5.2.1 and demonstrate compliance with the selected buffer option.
25. The landscape plan shall specify any proposed trees to be planted along the northwest side of the building as ones that can grow in shady and narrow conditions.
26. The placement of any fencing shall be shown consistently on civil, landscape and architectural plan submissions and shall take into account the parking lot perimeter landscape buffer requirements of §135-5.3(D).
27. A landscape plan complying with applicable sections of the Township's Natural Features code (§101 Article III), Landscape standards (§155-3.10), buffer planting requirements (§155-6.8(C)(5) and §135-5.2), parking lot greening standards (§135-5.3), and greening standards (§135-5.5) shall be prepared and sealed by a Registered Landscape Architect and submitted with the Preliminary Plan.

Engineering Comments

28. Adequate clearance shall be provided for the parking lot beneath the proposed structure in a manner that maintains a feasible transition to existing grade on the adjacent property(ies).
29. The circulation diagrams shall include all movements necessary to access parking and loading areas by passenger, delivery, and emergency vehicles. Maneuverability shall be demonstrated for the end parking space in the northeast corner of the center aisle.
30. Bala Avenue is a state road; therefore, a PennDOT Highway Occupancy Permit shall be required for the site access driveway and other proposed work within the right-of-way.
31. Erosion control measures shall be provided with the preliminary plans. The proposed construction access location shall be indicated. Details that conform to township standards shall be shown.
32. The applicant shall communicate with SEPTA regarding the feasibility of the proposed gates on the rear property line which may be restricted by SEPTA.

Public Works

33. The applicant shall provide an encroachment agreement, approved by the Township Solicitor, for the proposed hardscape and landscape items located within the right-of-way and/or public easement(s).

34. The applicant shall obtain sanitary sewer seal permits and a connection permit for the proposed sanitary sewer connection. The applicant shall include plan drawings of the connections and laterals. Permits for reconnection will need an EDU evaluation and the sewer permit fee will be based on the proposed increases.

Lighting & Signage

35. An outdoor lighting plan, sealed by a responsible design professional, shall be submitted with the Preliminary Plan to demonstrate compliance with Township Code Ordinance No. 4299 and Chapter 105.

36. Signs shall be according to sign standards Chapter 155 Article IX, and § 155-9.8A. All signage shall be subject to a separate review for compliance by the Zoning Officer.

Sustainability

37. The applicant shall consider incorporating green technology into the project including but not limited to a green roof, solar panels, geothermal heat and air conditioning and no natural gas connections.

38. The applicant shall submit a statement with the Preliminary Plan indicating how the Township's recycling requirements will be complied with.

Other

39. The applicant shall use good faith, commercially reasonable efforts and employ a range of strategies to actively recruit a permitted commercial or retail occupant for the ground floor commercial/retail space.

40. The applicant shall provide confirmation of a deed consolidation for the 19 Bala Avenue and 21 Bala Avenue properties with the final plan submission.

Standard Conditions

41. The preliminary plan submission shall include a copy with any changes highlighted. A letter shall also be provided with the revised plan indicating how each condition of tentative sketch approval has been addressed.

42. The Preliminary Plan, complying with all applicable conditions of approval, shall be filed with the Department of Building and Planning within twelve (12) months from the date of the Tentative Sketch Plan approval by the Board of Commissioners.

43. Approval of this Tentative Sketch Plan does not ensure that the developer or the owner can ultimately develop the property as shown on the plan. The proposed development's compliance with various Township ordinances, including but not limited to the Natural Features Conservation Code shall not be determined until the applicant submits a Preliminary Plan for Township approval.

44. The owner shall make payment of fees and expenses of the Township's professional consultants who perform services on behalf of the Township with respect to these plans and the work contemplated thereunder and will establish and maintain with the Township those escrows for the payment of such fees required by Township Code. Owner agrees that any statement from the Township for such fees which remain unpaid for a period of 30 days may be recorded against the property as a municipal lien.

45. The owner shall make payment of the Township Engineer's inspection fees within 30 days of presentation.

A penalty of 1.5% per month will be due for late payments from the date of presentation. If any shares are not paid within 60 days of presentation, the Township may elect to suspend any outstanding permits until all pending charges are settled.

46. The property owner(s) shall comply with all applicable federal, state, county, local and Lower Merion Township ordinances and laws regardless of specific mention herein.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Issues Briefing	Backup Material
<input type="checkbox"/> Slides	Backup Material

March 31, 2025

TO: Planning Commission Members

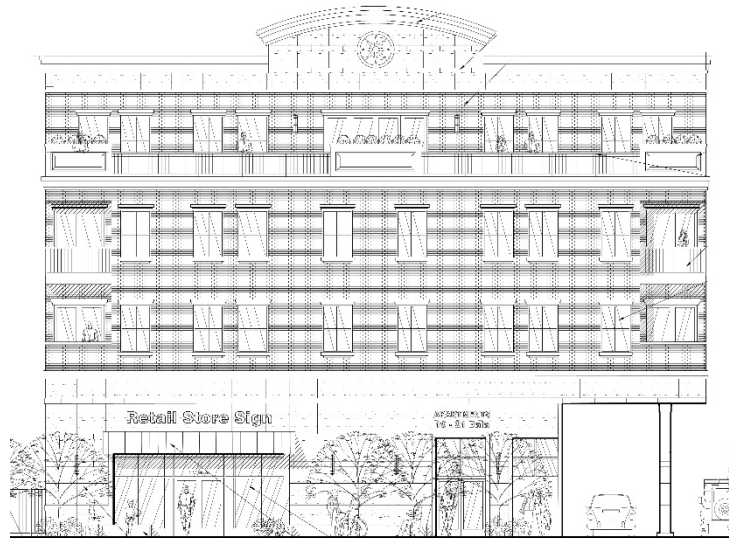
FROM: Sarah Carley, Planner, Department of Building and Planning

SUBJECT: TENTATIVE SKETCH PLAN – 19-21 Bala Avenue, Bala Cynwyd, LD# 3923TS

Proposal

Andrew Langsam (Applicant), on behalf of 19-21 Bala Associates, is seeking Tentative Sketch Plan approval for a land development project at 19-21 Bala Avenue including the:

- Demolition of two (2) existing structures
- Construction of a four-story 44,250 square foot (SF) gross mixed-use residential building with 32 residential units and 1,800 SF of ground floor commercial space
- 53 parking spaces
- Onsite stormwater management.



The proposed project is illustrated on plans prepared by Ruggiero Plante Land Design originally submitted on October 15, 2024 and last revised on March 14, 2025.

Waiver Request: The Applicant seeks a waiver for §135-4.9(Q)(7) which requires a pedestrian pathway through a surface parking lot with 10 or more parking spaces.

Property Description

The subject property is a 0.69-acre parcel situated on the east side of Bala Avenue between City Avenue and Union Avenue and abutting the Cynwyd Line rail tracks at the rear. The property is zoned CAD-BV.

The property is currently improved with two (2) 1950s-era office commercial buildings situated at the rear of the property with surface parking in front.

Immediately adjacent uses are a commercial office building to the north and commercial car repair to the south. Across Bala Avenue to the west, uses are residential (zoned MDR1), and across the train tracks to the rear, the use is residential (zoned MDR3).

SEPTA's Bala Station on the Cynwyd Line is located half a block from the site on City Avenue and there are SEPTA bus stops at either end of the block.



Process

Tentative Sketch Plan: The purpose of a Tentative Sketch Plan is to determine appropriate locations for buildings, driveways and parking lots and how such improvements can least impact a site's natural features. The Tentative Sketch Plan phase is an opportunity to flesh-out other issues that may be addressed at the Preliminary Plan phase.

Meeting Schedule: The anticipated schedule for the tentative sketch plan land development and relief request review is:

March 31, 2025	Planning Commission
April 9, 2025	Building & Planning Committee
April 23, 2025	Board of Commissioners



Additional information about the Township's Land Development approval process is illustrated in the [Subdivision & Land Development Flowchart](#). This application is currently in the *Stage 4: Public Meetings* portion of the process.

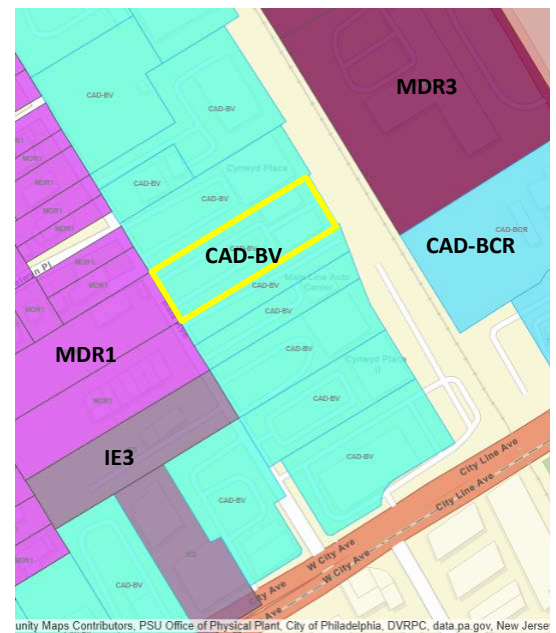
Zoning

District: The property is located within the City Avenue District-Bala Village (CAD-BV) district. The intent of the district is to encourage pedestrian-oriented development and a more economically productive use of land along Bala Avenue between City Avenue and Montgomery Avenue and along City Avenue between the Cynwyd Rail Line and Orchard Road.

The CAD-BV district recognizes the importance of Bala Village as a gateway to Lower Merion Township and as a neighborhood and transit-oriented center by permitting appropriate densities and a mix of land uses while providing sufficient on- and off-street parking.

The general goals and objectives include the following specific purposes:

- Encourage multiple-use real estate development within the CAD-BV district that creates a sense of place and welcomes residents, visitors and workers.
- Preserve and enhance the special character of the traditional early-20th Century Bala Shopping District.
- Encourage pedestrian- and transit-oriented development through adoption of high standards of architecture and design.
- Minimize to the greatest extent possible any adverse impacts on existing residential neighborhoods of any new development in the CAD-BV district.
- Promote the livability and identity of the district by providing for dwellings, shops and workplaces in close proximity to each other.
- Enhance the visual character and identity of the district through appropriate building scale and design, landscaping and signage, and by encouraging the renovation and erection of buildings and storefronts that provide direct connections to the street and sidewalk.
- Discourage the dependence on automobile use by promoting alternative modes of transportation, including rail and bus, bicycling and walking, thereby reducing traffic congestion.
- Promote the smooth and safe flow of vehicular traffic through the corridor while reducing cut through traffic in the neighboring residential districts.
- Encourage the development of shared parking and attractive, unobtrusive and convenient off-street parking facilities to reduce on-street congestion and facilitate vehicular and pedestrian circulation.



Form Standards: The proposed project is subject to dimensional standards as indicated in Code §155-6.8 Table 6.8.2.

Uses: The proposed project is subject to permitted uses as stated in Code §155-6.8 [Table 5.1 Uses](#) & [Table 5.3 Regulations](#).

Mixed-use residential is permitted in CAD-BV within the Multifamily (Large) use type. Proposed projects must have at least 80% of the ground floor façade devoted to active commercial use.

CAD-BV Dimensional Standards §155-6.8 Table 6.8.2		Requirement	Proposed
Lot Occupation			
Impervious Surface		90% maximum	86.8% (Existing 75.2%)
Primary Frontage		70%	70%
Setbacks			
Front		20' minimum 25' maximum	25'
Side		0 or 10' minimum 15' maximum	10'
Rear		25' minimum	25'
Buffer		10' Softening	10'
Building Height			
Between Bala Ave and Cynwyd Rail Line		2 stories minimum, up to 60' maximum	4 stories (54.6')
Intensity			
Floor Area Ratio (base)		1.25 maximum	
Mixed-Use Building*		0.25 Increase	
Maximum Permitted		1.50	1.47
* Public Gathering Space required			

Use	District	Table 5.3 Use Regulations
Multifamily (Large)	CAD-BV	<p>(1) Residential uses are not permitted on the ground floor of buildings facing Bala Avenue. No single-use residential building shall be permitted.</p> <p>(2) A minimum of 80% of the ground floor primary front facade must be devoted to active ground floor commercial use. The floor area devoted to the ground floor commercial use shall be a minimum depth of 40 feet.</p>

Parking: Vehicle and bicycle parking requirements are stated in Chapter 155 [Table 8.1 Minimum Parking Requirements](#), [Table 8.2.1 Mixed Use and Shared Parking](#) and [Table 8.7.1 Minimum Bicycle Parking Requirements](#).

Proposed vehicular parking is shown at surface level behind the structure and will be partially covered by the structure's 2nd floor. Short-term bicycle parking is located outside the commercial entrance and adjacent to the driveway. Long-term bicycle parking will be provided inside the building on the basement level.

Parking Type		Requirement	Calculation	Spaces REQUIRED	Spaces PROVIDED
Vehicle	Multifamily - Large	1.5 spaces/unit	1.5 space x 32 units = 48	52 (with shared parking provisions applied)	53
	Retail	3 spaces/1,000 SF	(1,800 SF/1,000 SF) x 3 spaces = 5 spaces		
Bicycle	Multifamily (>20 Units)	Short-Term 0.5 space/unit	0.5 space x 32 units = 16 Short-Term Spaces	22 Short-Term 16 Long-Term	16 Short-Term 16 Long-Term
		Long-Term 0.5 space/unit	0.5 Space x 32 units = 16 Long-Term Spaces		
	Commercial Office	Short-Term 0.3 space/1,000 SF	(1,800 SF/1,000 SF) x 0.3 Space = .54		
		Long-Term 0.2 space/1,000 SF	(1,800 SF/1,000 SF) x 0.2 Space = .36		
	Public Gathering Space	Short-Term 1 space/300 SF	(1,460 SF/300 SF) x 1 space = 5 spaces		

Waiver Request

The Applicant has requested a waiver from Subdivision and Land Development Ordinance §135-4.9(Q)(7) which requires a pedestrian pathway through a surface parking lot with 10 or more parking spaces to be clearly separated from vehicular use areas.

The proposed parking lot is a surface lot with 53 spaces shown on plans at grade level with 37 spaces underneath or partially beneath the columned upper stories of the structure.

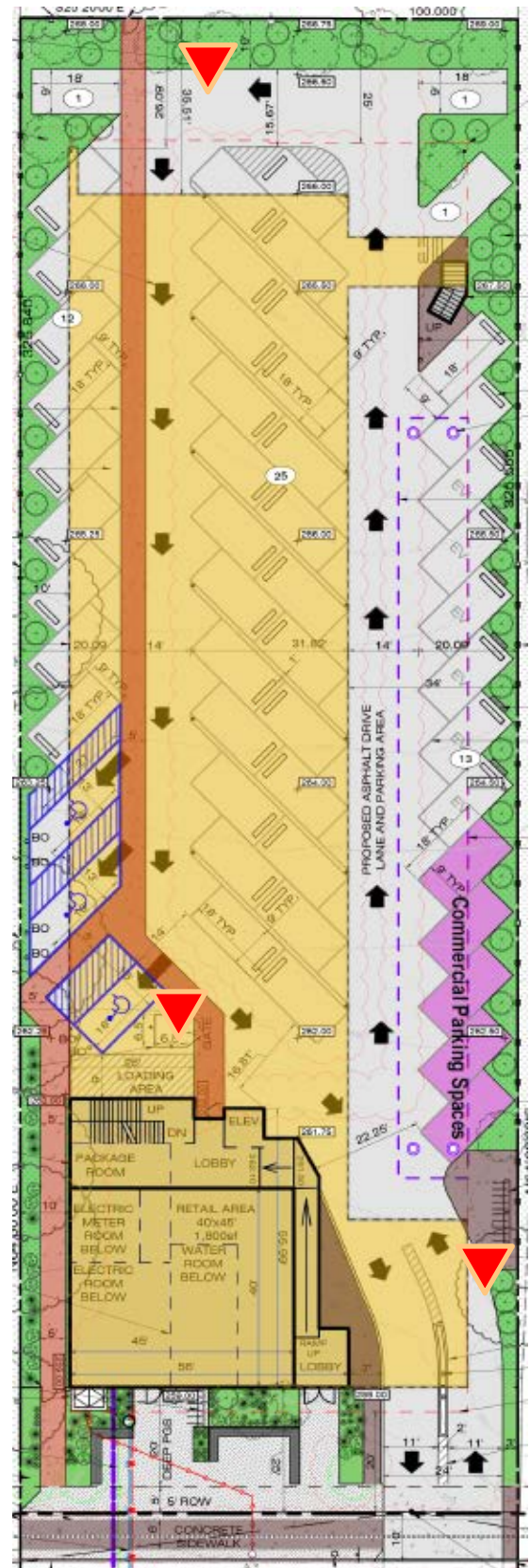
The Applicant proposes to provide the required pedestrian pathway within the drive aisle. As required, the pathway will be delineated by a change of material. Plans show the pathway material will be concrete. Additionally, plans show several pedestrian yield signs and bollards.

While a material change serves to delineate a pathway, it will not clearly separate pedestrians from vehicles as required by Code §135-4.9(Q)(7) which states that the pathway “be physically delineated and provided through the installation of sidewalks and defined crosswalks.”

The Applicant’s relief request states that “the waiver is justified given the long and narrow shape of the lot, which precludes providing the pedestrian route on the side of the parking area.” Additionally, the Applicant states that “given the low volume nature of the parking area, and the commonly recognized fact that pedestrians routinely walk through parking aisles without incident in various types of land uses, including those with much higher levels of traffic within their

SALDO §135-4.9(Q)(7) Pedestrian pathways and crosswalks. The following requirements shall apply to all surface parking lots where 10 or more new parking spaces are proposed.

- a) Pedestrian access to each building on-site from adjacent public sidewalks, the street, and all areas of the parking lot shall be physically delineated and provided through the installation of sidewalks and defined crosswalks.
- b) Pedestrian pathways.
 - [1] Pedestrian pathways shall be clearly separated from vehicular use areas with sidewalks, landscaping, a change in grade, or a change in paving material.
 - [2] Pedestrian pathways in parking areas shall be barrier-free, and a minimum of five feet wide. Additional width may be required in some areas with heavy pedestrian traffic.
 - [3] To facilitate pedestrian movement, at least one pedestrian route shall be provided that enables access from the far end of the parking lot to the main entry of a building.
- c) Crosswalks. Where a pedestrian circulation route within the parking area crosses a vehicular drive aisle, a crosswalk with a differing paving material, continental-style crosswalk markings, or a speed table shall be provided.



Yield to Pedestrians Sign and Bollard

parking areas than the proposed redevelopment, the proposed pedestrian route provides for enhanced pedestrian access as compared with similar and higher traffic applications.”

Considerations related to the waiver request along with recommended conditions of approval are included below.

Township and Regional Comprehensive Plan Compliance

Township: The Land Use Element of the *2016 Lower Merion Township Comprehensive Plan* identifies Bala Village as one of the Township’s Traditional Main Streets. The proposed development is consistent with the statement that “residential uses are integral to these districts and are located in mixed-use buildings over street-level commercial.”

Regional: The Bala Avenue commercial area is identified as a Town Center in the Future Land Use Plan of the Montgomery County Comprehensive Plan, *Montco2040: A Shared Vision*. Town Centers are defined as “traditional downtown areas with a mix of retail, institutional, office, and residential uses.” The proposed development is generally consistent with the statement that town centers “are pedestrian-oriented, with buildings built close to sidewalks and often attached, side to side.”

Applicable Studies and Reports

- Commercial Retail Analysis for City Avenue Special Services District (2023)
- Lower Merion Township Comprehensive Plan, Commercial Land Use Element (2016)
- Bala Avenue Master Plan (2000)

Additional Reviews

Montgomery County Planning Commission (MCPC): MCPC’s 03/24/25 and 01/30/25 review letters are attached. MCPC generally supports the applicant’s proposal but identified issues to be addressed including 1) the lack of a pedestrian pathway from the designated commercial parking spaces and 2) the feasibility of complying with all related landscape and greening standards as part of future submissions.

Township Engineer: The Township Engineer’s review comments are included. Major engineering issues identified are stormwater, traffic, confirmation of vertical clearance for emergency vehicles, and separation of the pedestrian walkway through the parking lot, for which a waiver has been requested.

Community Input: The Applicant met with representatives of the Neighborhood Club of Bala Cynwyd on January 30, 2025.

Considerations

1. Connect the pedestrian pathway to the commercial parking spaces.

As shown on the most recent submission, the pedestrian pathway through the parking lot does not connect to the parking spaces designated for retail/commercial use. Staff suggests that the pedestrian pathway either be extended along the drive aisle which has the retail/commercial parking spaces, or that those spaces be relocated to the other side of the parking lot where the pathway is shown.

The following recommended condition of approval (RCA) is included:

RCA #2: The proposed pedestrian path shall provide a pedestrian connection from the commercial parking spaces to the rear building entrance and/or the pedestrian path along the northwest side of the structure, if the requested waiver is approved.

2. Further delineate the pedestrian pathway.

The Applicant proposes to use concrete to delineate the proposed pedestrian pathway through the parking lot and plans show three (3) yield to pedestrian signs with bollards. To increase the visibility of the pathway and to provide a driving texture that will alert drivers to presence of the pathway and maximize pedestrian safety, staff recommends that the pathway located in the vehicular use area be further delineated with an impressed style stamped asphalt. Additionally, where the path passes underneath the upper story, additional safety features such as a painted ceiling can be added.

The following recommended condition of approval is included:

RCA #3: The pedestrian pathway in the vehicle use area shall be an impression-style stamped asphalt if the requested waiver is approved. The applicant shall provide additional delineation that may include a painted ceiling where the pathway is covered by the proposed structure and additional signs and bollards as determined to be necessary upon preliminary plan review.



An example of a painted parking lot ceiling that enhances pathway visibility and safety.

3. Feasibility of meeting landscaping and greening standards.

As noted in MCPC's review, consideration must be given to the feasibility of meeting all landscape and greening requirements. The proposed development and site have several significant landscape-related constraints:

- The vehicle use area of the proposed development is more than 20,000 SF and, as per §135 Table 5.3.1, a minimum interior landscaping area percentage of 8% or 1,632 SF is required.
- The columned building design covers a large portion of the parking lot and shades the northwest perimeter, limiting planting and growing potential.
- A force main with a 15'-centerline easement located under the sidewalk area will limit streetscape and public gathering space landscaping.

It is important to note that the respective requirements for the general landscape, parking lot greening, buffer plantings, and public gathering space will need to met individually, and not double-counted. For example, street trees cannot be counted towards the required plantings for the public gathering space.

The landscape plan submitted with the preliminary plan will need to carefully address and demonstrate compliance with landscape, greening, and public gathering space requirements. The Applicant may need to request additional relief.

The following recommended conditions of approval are included:

RCA #20: The preliminary plan submission shall state the vehicle usage area and demonstrate compliance with the minimum interior landscaping area requirements of §135-5.3(C)(1).

RCA #21: The landscape plan submitted with the preliminary plan shall include compliance charts demonstrating that all SALDO Article 5 requirements are met without double-counting for buffers, greening, parking lot greening and the public gathering space, except as permitted by Code.

4. Primary façade setback

The architectural elevation submitted shows a 10' setback at 43'. As stated in CAD-BV §155 Table 6.8.2 Note 5, dimensional standards require a setback at 38' when the building fronts Bala Avenue.

The following recommended condition of approval is included:

RCA #10: The preliminary submission for the architectural plan and elevation submission shall show the minimum six-foot stepback from the primary front façade at 38 feet as required by CAD-BV Dimension Standards §155 Table 6.8.2 Note 5.

Action

The Planning Commission must take the following actions:

1. Recommendation on the Tentative Sketch Plan
2. Recommendation on Relief Request



**TOWNSHIP
OF
LOWER MERION**
MONTGOMERY COUNTY

TOWNSHIP ENGINEER

75 E. Lancaster Avenue
Ardmore, PA 19003 2376
Telephone: (610) 645-6200
www.lowermerion.org

LOWM 260.52

March 25, 2025

Christopher Leswing, Director of Building and Planning
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

**Re: 19-21 Bala Avenue – Bala Lofts
Tentative Sketch Plan Review**

Dear Mr. Leswing:

In accordance with your request for the referenced submission, we have reviewed a set of four (4) plans dated 10-15-24, last revised 03-14-25, prepared by Ruggiero Plante Land Design. The plans show the demolition of the existing buildings and construction of a new four-story mixed-use building. We offer the following comments for your consideration:

A. MAJOR ENGINEERING ISSUES

- ❖ **Stormwater**— Since the principal building on this site will be demolished, stormwater rate and volume controls must be provided considering the predevelopment ground cover condition as meadow. The increased volume of stormwater generated by the proposed development for the twenty-five (25) year storm shall be recharged and the rate control volume must be capable of draining in twenty-four (24) hours. The permanent stormwater control facility shall be located to provide access for maintenance and a description of how the facility will be operated and maintained shall be submitted.
- ❖ **Traffic** — A traffic study shall be completed for the proposed development. Adjustments to improve vehicular access and pedestrian connectivity may be required.
- ❖ **Parking** — Confirmation is required that fire/emergency vehicle access can be accommodated with the ten-foot three-inch (10'-3") vertical clearance in the rear of the building structure. The pedestrian walkway through the proposed parking lot shall be separated with a curb or barrier. A waiver is required.

With the resolution of the preceding major engineering issues and the remaining comments in this letter incorporated, we recommend that the Tentative Sketch Plan be approved.

B. ORDINANCE REQUIREMENTS

1. Section 121-4A(1b)2—As the property is located within the Non-watershed District, the five (5) year frequency storm must be controlled to the lesser of the two (2) year predevelopment rate. For the ten (10) year through one hundred (100) year storms, rate shall be controlled to the peak discharges which occurred prior to development in the respective storm frequencies. Meadow ground cover condition shall be used as the predevelopment condition in this analysis. This shall be fully evaluated with the Preliminary Plan submission.

2. Section 121-4B(2a)1, 121-15—At a minimum, the increased volume of stormwater generated by the proposed development for the twenty-five (25) year storm shall be recharged. Calculations documenting this shall be submitted with the Preliminary Plans.
3. Section 121-4E(2c)—Seepage beds installed for rate control shall be designed to empty the total design storm volume in twenty-four (24) hours or less. Calculations verifying this shall be submitted with the Preliminary Plans.
4. Section 121-4E(2f)—The requested seepage beds must contain a sediment trap accessible for maintenance. Details shall be submitted with the Preliminary Plans.
5. Section 121-4E(2i)—For any proposed seepage beds, soil permeability tests shall be performed to a depth adequate to demonstrate the functioning of the system. The location of the percolation tests shall be indicated on the plan the complete test report must be submitted for review.
6. Section 121-5B(4A)—Since more than seventy-five (75%) percent of the principal building areas of structures on this site are being demolished, the Cn number for the predevelopment conditions on the site shall be considered as meadow for all rate control analysis.
7. Section 121-15—The runoff crossing to the adjacent properties during the construction phase of the project shall be managed so that the water quality/quantity does not adversely impact the adjacent properties. Diversion berms, stoned construction staging areas, and inlets/piping shall be noted to be provided as required and/or as directed by the township so as to ensure acceptable conditions during the construction phase.
8. Section 121-4E(4)—A description of how the permanent stormwater control facility will be operated and maintained shall be submitted by the design engineer. The frequency of inspection shall be listed on the plan. The contact information for the party responsible for the operation and maintenance of the facility shall be listed. The plan shall be presented in recordable form as a covenant running with the land and must be approved by the Township Solicitor prior to recording the Final Plan.
9. Section 121-6J—A sequence of construction activities shall be submitted. Installation of a temporary basin, seepage bed, roof collection system, and connection to an existing storm sewer shall be listed. Notification of the Township Engineer shall be listed in the sequence following installation of protective barriers and prior to earth disturbance. Notification of the Township Engineer for inspection shall be listed prior to installation of the seepage bed and piping.
10. Section 101-6A(1)—All woody vegetation to be retained within twenty-five (25') feet of a building site or disturbed area shall be protected from equipment damage by fencing placed at the driplines. The location of the fence shall be provided. A detail shall be included on the plans that complies with township standards. The Township Arborist must approve the location of the tree protection fence if it is not indicated at the driplines.
11. Section 135-4.9(Q)—The Fire Marshal must approve the design for maneuverability and to confirm that fire/emergency vehicle access can be accommodated with the ten-foot three-inch (10'-3") vertical clearance in the rear of the building structure.
12. Section 135-4.9(Q.7.b)—The pedestrian walkway through the proposed parking lot shall be separated with a curb or barrier. A waiver is required.

13. Section 135-4.9(M)— The Traffic Safety Unit of the Lower Merion Police Department must approve the final drive condition.
14. Section 135-4.10(B)—A Sewage Facilities Planning Module or Exemption must be approved by the City of Philadelphia and the DEP prior to recording the Final Plan.
15. Section 135-4.10(A)—Adequate water supply must be documented for the development. A letter from Aqua Pennsylvania must be submitted certifying adequate supply for the additional demand. This shall be submitted with the Preliminary Plan.
16. Section 135-4.10—All new electric services must be provided with underground cables. The location of the underground service line shall be shown from the proposed structure to the main.
17. Section 135-8.2(C.1)—A traffic study shall be completed for the proposed development. Adjustments to improve vehicular access and pedestrian connectivity may be required. The scope of the study must be coordinated with our office and the Township must be copied on all correspondence with PennDOT.
18. Section 155-7.5—Compensatory tree calculations shall be added to the plan and must be compatible with the current code. An exact tree count for the lot shall be provided on the plan. Upon removal of twenty-five (25%) percent of existing trees having a caliper of six inches or greater, appropriate replacement trees will be required. The Township Arborist must approve the size, species, and location of any required replacement trees.
19. Section 155-8.6(C)—Surface parking lots should be configured to allow for shared access and circulation with adjacent surface parking lots. The proposed site shall be developed to maintain feasibility for future shared access and parking.

C. ENGINEERING COMMENTS

1. Adequate clearance shall be provided for the parking lot beneath the proposed structure in a manner that maintains a feasible transition to existing grade on the adjacent property(ies).
2. The circulation diagrams shall include all movements necessary to access parking and loading areas by passenger, delivery, and emergency vehicles. Maneuverability shall be demonstrated for the end parking space in the northeast corner of the center aisle.
3. Bala Avenue is a state road; therefore, a PennDOT Highway Occupancy Permit is required for the site access driveway and other proposed work within the right-of-way.
4. Erosion control measures shall be provided with the preliminary plans. The proposed construction access location shall be indicated. Details that conform to township standards shall be shown.
5. Sidewalk and curb shall be noted on the plan to be repaired/replaced at the direction of the township.
6. The Zoning Officer must agree with the number and tabulation of the final parking demand schedule.
7. A Planting Plan must be approved by the Planning Department and the Township Arborist.
8. A Lighting Plan shall be submitted with the Preliminary Plan. The Director of Building and Planning must approve the lighting plan.

9. The proposed gates on the rear property line may not be feasible, since access may be restricted by SEPTA.

A copy of the revised plan shall be submitted with any changes highlighted. A letter shall also be provided with the revised plan indicating how each requested revision has been addressed in the re-submission.

Please advise if we may be of further assistance in this matter.

Sincerely,



Joseph A. Mastronardo, P.E.

PENNONI ASSOCIATES

Township Engineer

cc: Collen Hall, Senior Planner
Charles Doyle AICP, Assistant Director of Planning
Ruggiero Plante Land Design

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610-278-3722 • FAX: 610-278-3941
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SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

March 24, 2025

TO: Mr. Christopher Leswing, Director of Building & Planning
Building & Planning Department
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

FROM: Marley Bice, AICP, Community Planning Assistant Manager
marley.bice@montgomerycountypa.gov | 610-278-3740

SUBJECT: MCPC #24-0227-004
SOPI - 19-21 Bala Avenue

We have received and reviewed a “SOPI” submission for the above-referenced subdivision and land development application as you requested on March 14, 2025. The comments in this memo are based on the most recent submission. We have attached our most recent full review letter (for submission MCPC #24-0227-003) for reference; however, some comments in our previous review letter(s) may have been addressed.

UPDATED BACKGROUND

We have reviewed the most recent “SOPI” submission and noted that the number of residential units has been reduced from 33 to 32 and the number of parking spaces has been reduced from 54 to 53. Other minor revisions have been made to the conceptual landscaping and streetscape design, building façade, pedestrian walkways, and handicapped parking areas.

ADDITIONAL REVIEW COMMENTS

We have reviewed the most recent “SOPI” submission and feel that several comments from our January 30, 2025 review letter (please see Attachment B) may still be worthy of discussion, especially related to the need to consider the feasibility of complying with all related landscape and greening standards requirements as part of future submissions. In addition, we wish to offer the following additional comments:

Parking Spaces for Commercial Use: The first five parking spaces along the right side of the entrance driveway are now shown to be designated for the proposed ground floor retail space; however, there is no clearly-marked pedestrian path from these parking spaces to the commercial space.

ATTACHMENTS

Attachment A: Reduced Copy of Applicant’s Proposed Site Plan
Attachment B: MCPC #24-0227-003 Review Letter Dated January 30, 2025

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SCOTT FRANCE, AICP
EXECUTIVE DIRECTOR

January 30, 2025

Mr. Christopher Leswing, Director of Building & Planning
Building & Planning Department
Township of Lower Merion
75 East Lancaster Avenue
Ardmore, PA 19003

Re: MCPC #24-0227-003
Plan Name: 19 & 21 Bala Avenue
(33 du and 1,800 sq. ft. commercial on approximately 0.69 acres)
Situates: Bala Avenue (E); south of Union Avenue
Lower Merion Township

Dear Mr. Leswing:

We have reviewed the above-referenced tentative sketch plan as you requested on January 17, 2025. We forward this letter as a report of our review.

BACKGROUND

The applicant, Andy Langsam, proposes to consolidate two existing lots at 19 and 21 Bala Avenue and construct a four-story, mixed-use building. The proposed building will have 1,800 square feet of retail space on the ground floor and 33 apartments on the upper floors, partially cantilevered over a surface parking lot containing 54 parking spaces. All existing structures on the combined properties are proposed to be removed. Additional improvements shown at this time include widened sidewalks and a public gathering space along Bala Avenue (which is a State Road) and an underground stormwater management facility. The property is located in the township's CAD-BV City Avenue District – Bala Village zoning district.

COMPREHENSIVE PLAN COMPLIANCE

The Land Use Element of the 2016 Lower Merion Township Comprehensive Plan identifies this property as Commercial. Furthermore, the Commercial Land Use Element of the Township Comprehensive Plan identifies the Bala Avenue commercial area as a Traditional Main Street. The proposed development appears to be consistent with the desired form of Traditional Main Street commercial areas because it is a mixed-use building with a ground floor commercial use and a limited front yard that is activated as a public gathering space.

In addition, this area of the township is identified as a Town Center in the Future Land Use Plan of the Montgomery County Comprehensive Plan, *Montco 2040: A Shared Vision*. Town Center areas are traditional downtown areas with a mix of retail, institutional, office, and residential uses. The proposed building placement appears to be consistent with the criteria that buildings in Town Center areas be pedestrian-oriented with buildings built close to the sidewalk and parking located to the rear of buildings.

RECOMMENDATION

The Montgomery County Planning Commission (MCPC) generally supports the applicant's proposal. However, in the course of our review we have identified the following issues that the applicant and Lower Merion Township may wish to consider prior to final plan approval. Our review comments are as follows:

REVIEW COMMENTS

ZONING ORDINANCE COMMENTS

Based on the information provided, we have identified the following items related to the township's zoning ordinance that we feel should be addressed as part of any future land development submissions associated with this property:

- A. Landscape Buffer. Section 155-3.10.B. requires that a landscape buffer be provided in compliance with the standards in Chapter 135. Future submissions should include a landscape plan demonstrating compliance with the landscape buffer requirement, as applicable.
- B. Greening Standards. Future versions of the plans should demonstrate how the applicant proposes to comply with the greening standards, as required by §155-3.10.E. of the township's zoning ordinance.

SUBDIVISION AND LAND DEVELOPMENT ORDINANCE COMMENTS

Based on the information provided, we have identified the following items related to the township's subdivision and land development ordinance that we feel should be addressed as part of any future land development submissions associated with this property:

- A. Pedestrian Access within Parking Lot. Section 135-4.9.Q.(7) contains standards for pedestrian pathways and crosswalks that apply to all surface parking lots with 10 or more new parking spaces. The proposed site plan does not appear to provide a 5-foot-wide pedestrian pathway from the far end of the parking lot to the main entry of the building that is clearly separated from vehicular use areas. Alternatively, the applicant is proposing two concrete pedestrian walkways through the parking area to connect to gates along the rear property line that appear to leave open future opportunities for trail connections along the railroad right-of-way to the rear of the property. We defer to the Township Engineer to determine if additional pavement markings and signage may be needed to further distinguish the proposed in-driveway pedestrian pathway.
- B. Street Trees. Section 135-5.1.C.(7) states that street trees shall be planted at a rate of at least one tree per 30 feet of street frontage, or portion thereof. Based on the site's frontage length of 100 feet, four street trees should be provided; however, it is unclear whether any street trees are proposed. The

placement of street trees may be impacted by utilities and easements that run along the Bala Avenue frontage. Therefore, we encourage the applicant to work with the township to explore ways to maximize tree cover within the public gathering space.

- C. Landscape Plan. In general, future submissions should include a landscape plan demonstrating compliance with the landscaping requirements in the township's subdivision and land development ordinance, including the buffer planting requirements (§135-5.2), parking lot greening standards (§135-5.3), and greening standards (§135-5.5), as applicable.

PARKING LOT DESIGN

- A. Handicapped Parking. It appears that a proposed support column is located along the passenger side of the middle handicapped parking space, potentially obstructing access to that parking space's adjacent accessible aisle. In addition, we noted in reviewing ADA guidelines for accessible parking spaces (<https://www.ada.gov/topics/parking/>) that angled parking is required to have an accessible aisle on the passenger side of each parking space. The third handicapped parking space does not include an accessible aisle on the passenger side. Overall, we defer to the township engineer to review the ADA compliance of the proposed parking area.
- B. Parking Lot Edging. It is unclear from the information provided how the edge of the surface parking lot will be defined. If the parking lot will not be curbed, we suggest that wheel stops be used to define the edge of the parking lot and protect adjacent landscaping.

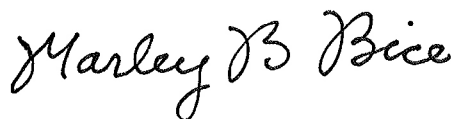
CONCLUSION

We wish to reiterate that MCPC generally supports the proposed development; however, we believe that our suggested revisions will better achieve Lower Merion Township's planning objectives for mixed-use development.

Please note that the review comments and recommendations contained in this report are advisory to the municipality and final disposition for the approval of any proposal will be made by the municipality.

Should the governing body approve a final plat of this proposal, the applicant must present the plan to our office for seal and signature prior to recording with the Recorder of Deeds office. A paper copy bearing the municipal seal and signature of approval must be supplied for our files. Please print the assigned MCPC number (#24-0227-003) on any plans submitted for final recording.

Sincerely,



Marley Bice, AICP, Community Planning Assistant Manager
610-278-3740 – marley.bice@montgomerycountypa.gov

c: Andy Langsam, Applicant

Ruggiero Plante Land Design, Applicant's Engineer
Gilbert P. High, Jr., Esq., Twp. Solicitor
Ernie B. McNeely, Twp. Manager
Jody Kelley, Twp. Secretary
Joseph Mastronardo, P.E., Twp. Engineer
Charlie Doyle, Twp. Asst. Dir. of Planning
Colleen Hall, Twp. Senior Planner
Greg Prichard, Twp. Historic Preservation Planner
Holly Colello, Twp. Planner
Sarah Carley, Twp. Planner
Hope Viviani, Twp. Planning Technician
Fran Hanney, Scott Burton, Paul Lutz, PennDOT

Attachment A: Reduced Copy of Applicant's Proposed Site Plan
Attachment B: Aerial Image of Site



SOPI 19-21 Bala Avenue
MCPC#240277002

Montgomery
County
Planning
Commission

Montgomery County Courthouse - Planning Commission
PO Box 311, Norristown PA 19380-0311
(p) 610 278-3722 (f) 610 278-3941
www.montcopa.org/plancom
Aerial photography provided by Newsmap



19-21 Bala Avenue | Bala Cynwyd | Ward 9

Application #3923TS

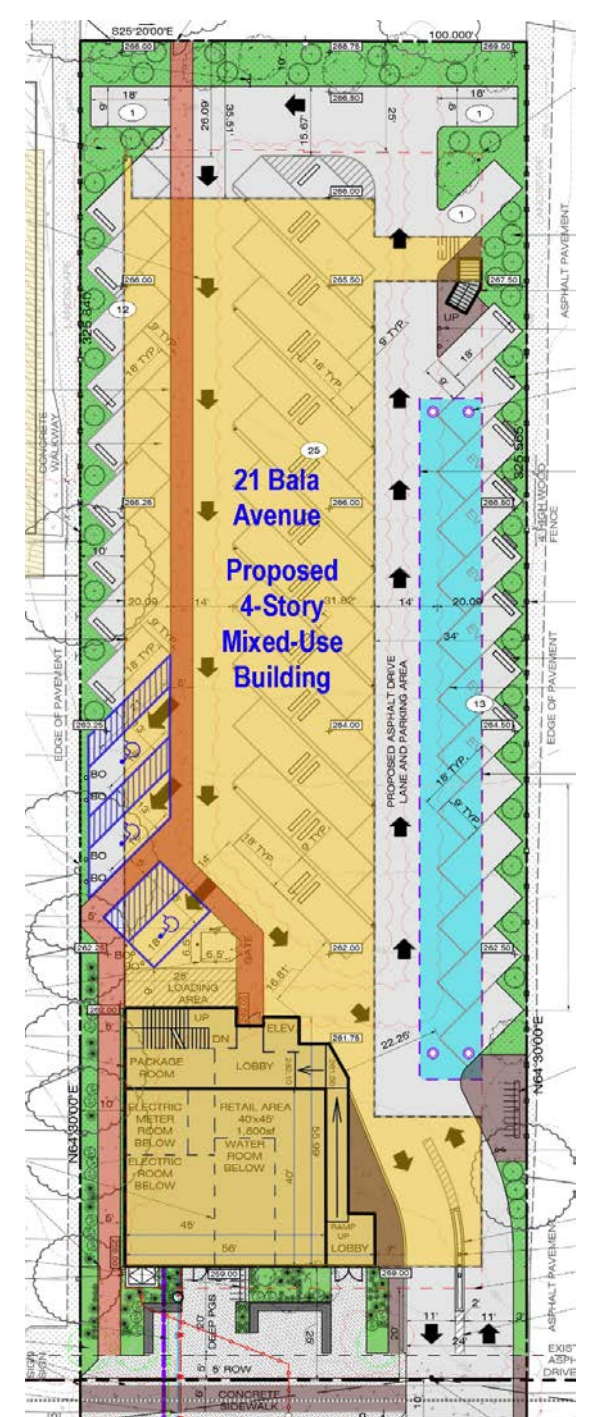
Tentative Sketch Land Development Plan

Proposal

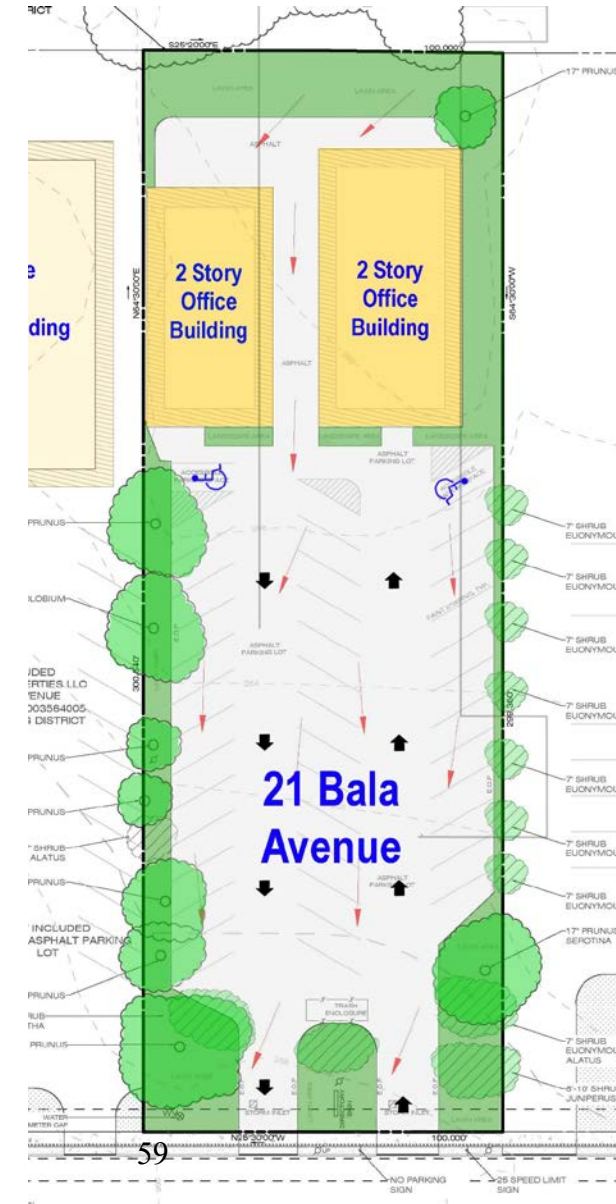
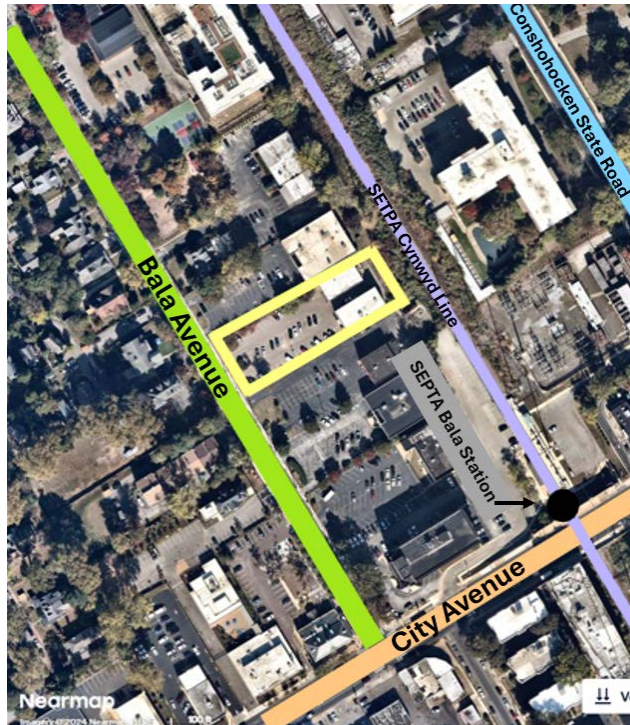
- Demolition of two (2) existing structures
- Construction of a four-story 44,250 (SF) mixed-use residential building with 32 units and 1,800 SF ground floor commercial space
- 53 parking spaces
- Onsite stormwater management

Waiver Request:

For §135-4.9(Q)(7) which requires a pedestrian pathway through a surface parking lot with 10 or more parking spaces



Location & Existing Conditions



Consideration 1

Connect the pedestrian pathway to the commercial parking spaces.

RCA #2: The proposed pedestrian path shall provide a pedestrian connection from the commercial parking spaces to the rear building entrance and/or the pedestrian path along the northwest side of the structure, if the requested waiver is approved.

Or relocate commercial spaces to proposed current pathway location



Add a pedestrian pathway to connect to commercial parking

Consideration 2

Further delineate the pedestrian pathway.

RCA #3: *The pedestrian pathway in the vehicle use area shall be an impression-style stamped asphalt if the requested waiver is approved. The applicant shall provide additional delineation that may include a painted ceiling where the pathway is covered by the proposed structure and additional signs and bollards as determined to be necessary upon preliminary plan review.*



Additional Considerations

Feasibility of meeting landscaping and greening standards.

RCA #20: *The preliminary plan submission shall state the vehicle usage area and demonstrate compliance with the minimum interior landscaping area requirements of §135-5.3(C)(1).*

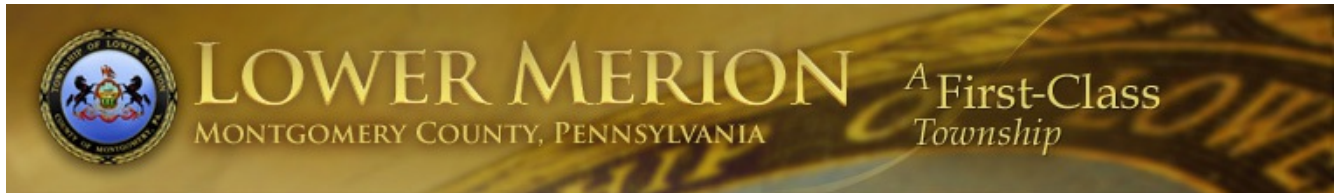
RCA #21: *The landscape plan submitted with the preliminary plan shall include compliance charts demonstrating that all SALDO Article 5 requirements are met without double-counting for buffers, greening, parking lot greening and the public gathering space.*

Primary façade setback.

RCA #10: *The preliminary submission for the architectural plan and elevation submission shall show the minimum six-foot setback from the primary front façade at 38 feet as required by CAD-BV Dimension Standards §155 Table 6.8.2 Note 5.*

Elevations





AGENDA ITEM INFORMATION

ITEM: APPROVAL OF CERTIFICATES OF APPROPRIATENESS

Consider for recommendation to the Board of Commissioners approval of the following certificates of appropriateness as recommended by the Historical Architectural Review Board at their meeting held on April 1, 2025:

- a) 4 East Lancaster Avenue, Ardmore Commercial Historic District, 25-10 – approval to install a sign consisting of halo-lit channel letters on a backing panel, citing Secretary of the Interior’s Standard 9.
- b) 6 East Lancaster Avenue, Ardmore Commercial Historic District, 25-11 – approval to install a sign consisting of non-illuminated PVC letters on a backing panel, citing Secretary of the Interior’s Standard 9.
- c) 29 West Lancaster Avenue, Ardmore Commercial Historic District, 25-12 – approval to install a sign consisting of non-illuminated acrylic letters, with a subcommittee to review a revised design with a backing panel to reduce the number of attachment points, citing Secretary of the Interior’s Standard 9.
- d) 45 East Lancaster Avenue, Ardmore Commercial Historic District, 25-13 – approval to install a plaque to accompany previously approved mural panels, citing Secretary of the Interior’s Standard 9.
- e) 14-16 West Lancaster Avenue, Ardmore Commercial Historic District, 24-16 – approval to remedy deviations from an approved plan to reconstruct two facades, with a subcommittee to review details for six specific revisions, citing Secretary of the Interior’s Standards 1, 2, 6 and 9.

PUBLIC COMMENT

ATTACHMENTS:

Description	Type
☐ Slides	Backup Material



4 East Lancaster Avenue, Ardmore Commercial Historic District

25-10

HARB

2

Action:

Approval to install a sign consisting of halo-lit channel letters on a backing panel, citing Secretary of the Interior's Standard 9.

3



EXISTING



PROPOSED

Proposed Sign

4



6 East Lancaster Avenue, Ardmore Commercial Historic District

25-11

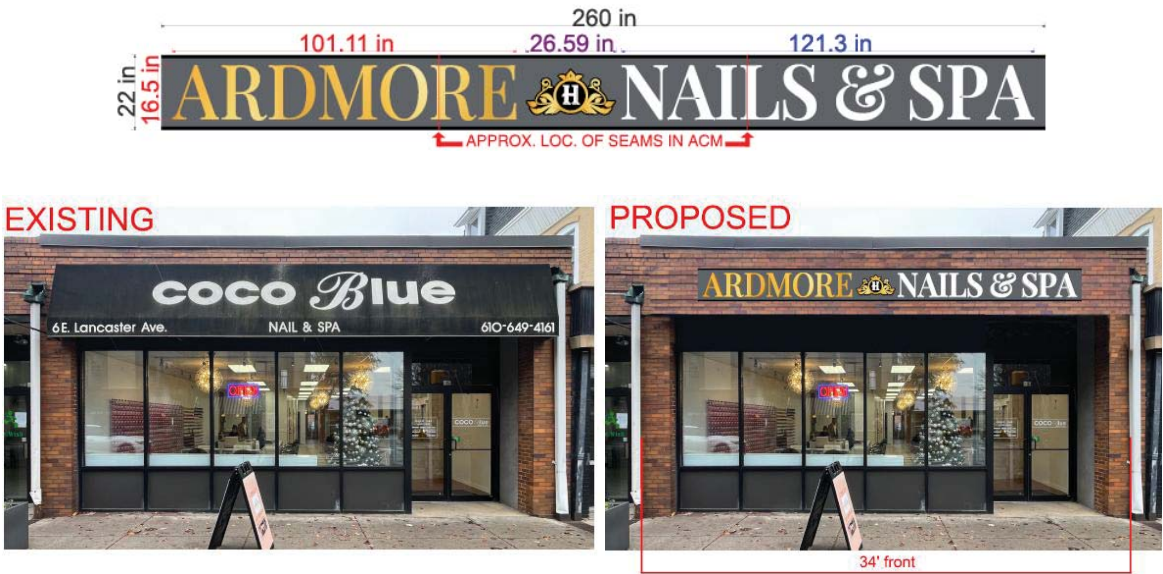
HARB

5

Action:

Approval to install a sign consisting of non-illuminated PVC letters on a backing panel, citing Secretary of the Interior's Standard 9.

6



Proposed Sign

7



29 West Lancaster Avenue, Ardmore Commercial Historic District

25-12	HARB
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8

Action:

Approval to install a sign consisting of non-illuminated acrylic letters, with a subcommittee to review a revised design with a backing panel to reduce the number of attachment points, citing Secretary of the Interior's Standard 9.

9



Proposed sign as presented – HARB recommends the use of a backer panel instead of individually mounted letters to prevent damage to the brick

10



45 East Lancaster Avenue, Ardmore Commercial Historic District

25-13

HARB

11

Action:

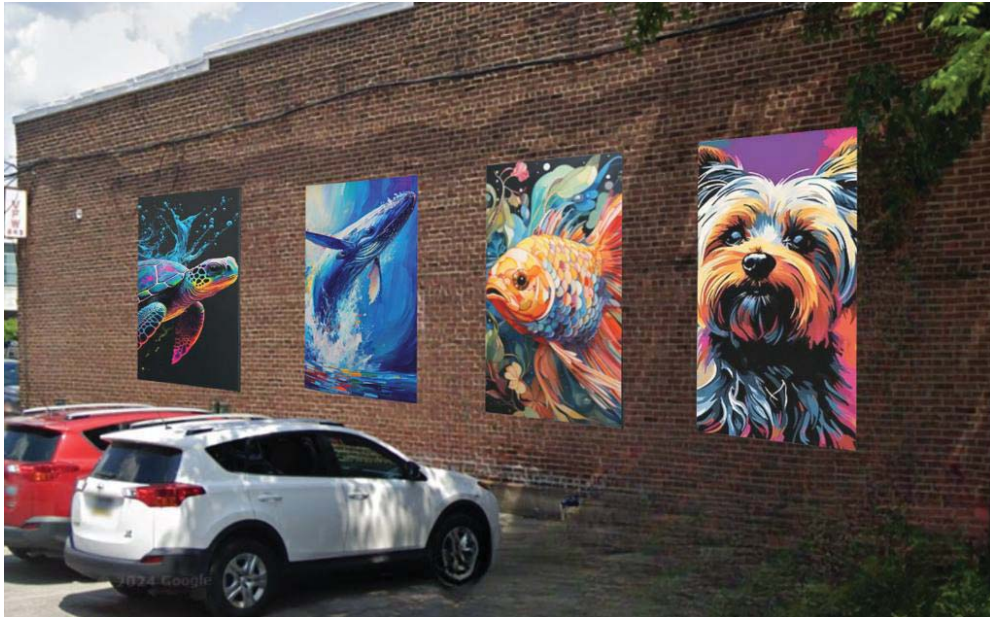
Approval to install a plaque to accompany previously approved mural panels, citing Secretary of the Interior's Standard 9.

12



Proposed Plaque Layout

13



Plaque will accompany mural panels approved in April 2024
(Images depicted do not represent actual artwork)

14



Plaque will be of a similar design and placement to the plaque
accompanying the mural at the opposite end of the lot

15



14-16 West Lancaster Avenue, Ardmore Commercial Historic District

24-16

HARB

16

Action:

Approval to remedy deviations from an approved plan to reconstruct two facades, with a subcommittee to review details for six specific revisions, citing Secretary of the Interior's Standards 1, 2, 6 and 9.

17

Additional HARB Comment:

The review process for this application started in March, 2023. There has been very active involvement of HARB due to the original building's historical importance. A variety of circumstances occurred during the extended review including the owner's replacement of the contractor, which occurred after the discovery of discrepancies between HARB approved drawings and as-built conditions. This resolution reflects acceptable solutions to remediate the discrepancies which HARB and the owner view as important. All of the items in this resolution will require the review and approval of a subcommittee to reflect conformity with the intent of the resolution.

18



Original Façade, Prior to Removal of Front Walls

19



Reconstructed Facades (June 2024 Photo)

20

**Previous Pole
(Standing)
Gutter**



As-Built K-Gutter

HARB agreed to a compromise to allow for the gutter condition to remain, but recommends the use of a more appropriate half-round gutter.



Issue 1: A pole gutter was replaced with an inappropriate aluminum K-gutter.

Remedy: The K-gutter will be replaced with a dark bronze aluminum half-round gutter.

21

**Cornice Detail
of Intact
Adjacent
Facade**



As-Built Detail

The smaller size of the newly built cornice has a substantial visual impact on proportions, including the amount of brick above the second floor windows.



Issue 2: Cornices were reconstructed inappropriately

Remedy: The cornices on both buildings will be reconstructed to proportionally and in detail resemble the original conditions as well as the approved drawings, to yield approx. 3 courses of brick above the second floor window heads, and project to incorporate a combination of crown, soffit, and fascia conditions to more closely resemble the previous conditions and the approved drawings.

22

**Previous
Conditions
(Detail)**



**As-Built
(Detail)**



Issue 3: Trim above the third floor windows of 16 was not replicated in a way in keeping with the original design.

Remedy: The trim will be reconstructed to reflect the previously approved (2023) drawings, with a subcommittee to review details prior to construction.

23



Previous Conditions



As-Built

The application of new stucco added thickness to the dormer walls, changing the overall appearance and resulting in the loss of trim

Issue 4: Inappropriate stucco application on the dormer of 14.

Remedy: The stucco façade surface will be removed and replaced with a horizontal composite siding with smooth finish, with woven corners, crown trim, and window perimeter trim to be re-applied as noted on the approved elevation.

24

Previous Conditions



As-Built



Issue 5: Trim around the top edge of the curving roofline of 14 was removed and not replaced.

Remedy: Four-inch decorative cove trim will be applied around the top edge of the curving roofline.

25



As-Built

Issue 6: Flashing on some surfaces was applied sloppily.

Remedy: All overhanging flashing is to be trimmed or otherwise concealed in an appropriate manner.